NORWOOD CITY COUNCIL

COUNCIL CHAMBERS
4645 MONTGOMERY RD.
NORWOOD, OH 45212
August 11, 2026
7:00 PM

A) CALL TO ORDER

B) MOMENT OF REFLECTION

C) PLEDGE OF ALLEGIANCE

D) ROLL CALL

E) AMENDMENT OF AGENDA

F) MINUTES OF PREVIOUS MEETING

- July 28, 2026

G) REQUEST TO ADDRESS COUNCIL

H) PUBLIC HEARINGS

I) SPECIAL PRESENTATIONS

J) REPORTS OF STANDING COMMITTEES OF COUNCIL

1) Committee of the Whole — August 4, 2026

K) ADMINISTRATION REPORTS

L) THIRD READING OF ORDINANCES/RESOLUTIONS

M) SECOND READING OF ORDINANCES/RESOLUTIONS

1) AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE RECREATION PASSENGER LIFT PROJECT AND DECLARING AN EMERGENCY

N) INTRODUCTORY READING OF ORDINANCES/RESOLUTIONS

1) ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURE MANUAL OF THE CITY OF NORWOOD, OHIO
2) ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A 5-YEAR CONTRACT WITH AXON ENTERPRISE, INC., FOR SPECIALIZED HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES NECESSARY FOR A BODY WORN CAMERA (BWC) SYSTEM FOR THE NORWOOD POLICE DEPARTMENT, AND DECLARING AN EMERGENCY
3) ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A THREE (3) YEAR CONTRACT WITH CINCINNATI BELL TELEPHONE COMPANY, LLC d/b/a ALTAFIBER FOR CERTAIN TELEPHONE SERVICE, EQUIPMENT, AND INTERNET SERVICES, AND DECLARING AN EMERGENCY
4) ORDINANCE TO CHANGE APPROPRIATIONS FOR THE YEAR 2026, AND DECLARING AN EMERGENCY
5) A RESOLUTION AMENDING RESOLUTION 2-2026 TO INCLUDE GOVDEALS AS AN AUTHORIZED INTERNET AUCTION SITE FOR MATERIALS TO BE AUCTIONED
6) RESOLUTION DECLARING INTENT TO SELL UNNEEDED, OBSOLETE, OR UNFIT MUNICIPAL PROPERTY BY AUCTION
7) A RESOLUTION CELEBRATING METRO ROUTE 53 AND NORWOOD'S STANDING AS STATE LEANDER IN TRANSIT, AND REQUESTING COORDINATION ON RELATED SAFETY AND SERVICE REVIEW MEASURES, AND DECLARING AN EMERGENCY
8) A RESOLUTION AUTHORIZING THE CITY AUDITOR TO APPROVE A "THEN AND NOW" CERTIFICATE FROM THE DISPATCH CONTRACTUAL FUND (1001-0940-57200) TO PAY THE OUTSTANDING INVOICES FOR SERVICES ALREADY RENDERED BY THE BOARD OF COUNTY COMMISSIONERS, AND DECLARING AN EMERGENCY

O) UNFINISHED BUSINESS

P) NEW BUSINESS

Q) COMMUNICATIONS

1) Norwood Tree Board — July Meeting Minutes

2) Keith Moore, Law Director - Request for Executive Session

R) EXCUSE ABSENT MEMBERS

S) ADJOURNMENT

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE RECREATION PASSENGER LIFT PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the City of Norwood Recreation Center requires upgrades to improve accessibility and move closer to full compliance with the Americans with Disabilities Act (ADA); and

WHEREAS, the proposed Recreation Passenger Lift project will install a passenger lift to provide necessary ADA-compliant access within the facility; and

WHEREAS, to comply with Ohio public contract law, the City of Norwood must advertise for bids and enter into a contract with the lowest responsive bidder for the work at the City of Norwood Recreation Center; 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 and directed to advertise for bids for the installation of an ADA-compliant passenger lift and to enter into a contract with the lowest responsive and responsible bidder, in accordance with specifications on file in the office of the Safety-Service Director, and not to exceed $600,000.00.

SECTION 2: The City Auditor is hereby authorized to draw, and the City Treasurer is authorized to pay, warrants in the amounts stated in the contract out of the **RECREATION CAPITAL FUND (1001-1050-57600).**

SECTION 3: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare, and shall go into effect forthwith. The reason for said emergency is the necessity to proceed forthwith to comply with the Americans with Disabilities Act (ADA).

PASSED__________________________ ____________________________________

Date

Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the _______ day of ________________, 2026, 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 _____ day of _____________________, 2026.

____
Kelsi Goins
Clerk of Council

APPROVED____________________ Date

____
Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ and _____________________.

____
Kelsi Goins
Clerk of Council

1st Reading _____________________ **Date**

2nd Reading ____________________ **Date**

3rd Reading ____________________ **Date**

All 3 Readings _________________ **Date**

Tabled ________________________ **Date**

Vetoed ________________________ **Date**

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request: 7/10/2026	Date Needed: 7/28/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Darren Hackworth
Contact:	dhackworth@norwoodohio.gov
Document Requested:	Ordinance
Executive Summary of document needed:	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
Requesting an ordinance authorizing the Safety-Service Director to advertise for bids, and to enter into a contract with the lowest responsive and responsible bidder for project known as "Recreation Passenger Lift". Budgeted funded amount for this project is $600,000.00. This project will get the Recreation Center one more step closer to being ADA compliant.	
Action Requested:	Emergency - Three Readings at One Meeting with Immediate Effectivity
If Emergency clause or suspension of rules for all three readings is needed, explain:	
Emergency action is requested to allow this project to move forward as expeditiously as possible.	
Special Notes/Instructions	
Fund Key 1001-1050-57600	

Keith D Moore, Law Director
kmoore@norwoodohio.gov
513-458-4585 / 513-258-5483

Tim Garry, Jr., Assistant Law Director
tgarry@norwoodohio.gov
513-458-4588 / 513-312-1275 (rev. 01/09/2018)

ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURE MANUAL OF THE CITY OF NORWOOD, OHIO

WHEREAS, by Ordinance 52-2020, the City adopted a Personnel Policy and Procedure Manual to guide both the City administration and City employees toward an understandable and fairly administered human resources function within the City of Norwood; and

WHEREAS, in the years which have intervened, it has become clear that to accomplish the objectives of standardized, intelligent and efficient city governance, portions of the Policy and Procedure Manual should be revised to align the policies with current practices and to modernize the language and application of these provisions; now, therefore,

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

SECTION 1. That the revised Personnel Policy and Procedure Manual (attached "Manual") is attached hereto as Exhibit "A" is approved and adopted. The Manual shall set forth the policies and procedures of the City of Norwood regarding employees and their employment with the City.

SECTION 2. That the revised sections of the Personnel Policy and Procedure Manual are outlined in the Memo dated July 28, 2026; the Memo is attached hereto as Exhibit "B."

SECTION 3. All other ordinances, policies, or portions of ordinances and policies, to the extent that they conflict with this Ordinance and the revised Personnel Policy and Procedures Manual, are hereby repealed.

SECTION 4. The City intends to comply with Federal and State labor laws, and should any portion of this Ordinance be or come in conflict with these laws, then the City will follow the Federal and State laws.

PASSED__________________________ ______________________________________

Date

Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the ___________________ day of ______ ________________________, 2026, 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 __________ day of ________________________, 2026.

____

Kelsi Goins
Clerk of Council

APPROVED____________________
Date

____
Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ and _____________________.

____
Kelsi Goins
Clerk of Council

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings ______________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

THE

CITY OF NORWOOD

PERSONNEL POLICY

AND PROCEDURE MANUAL

THIS DOCUMENT IS NOT A CONTRACT

FORMS

All forms referenced in this document will be made available by Human Resources or the department responsible for the form, either electronically or in paper format, depending on the form and usage.

INTRODUCTION / DISCLAIMER SECTION 1.01

A. POLICY

1. This Personnel Policy and Procedure Manual (the "Manual" or "Handbook") provides general guidance on the City of Norwood's management practices and employee expectations. These policies serve as guidelines and may be revised, amended, or discontinued by the City at any time, with or without notice.

2. The Manual is not a contract of employment and should not be interpreted as creating any express or implied contractual obligations. No representative of the City is authorized to make any binding employment agreement contrary to the terms of this Manual.

3. The policies herein establish the rules that guide administrative action to help the City achieve its organizational objectives. Consistent and fair administration of well-written policies is essential to effective public service.

4. Procedures included in this Manual provide administrative direction on how policies are to be implemented and applied in practice. *Procedures are established by the City and may be revised as necessary to reflect changes in laws, audit findings, or organizational needs without additional approvals*.

5. Upon adoption by ordinance of Norwood City Council, the provisions of this Manual shall supersede any prior ordinances in conflict with it.

6. This manual is provided for informational purposes only. The employer reserves the right to change, modify, or eliminate any policy or practice at its discretion, though the standard procedure for amendments is set forth elsewhere in this manual.

OBJECTIVES SECTION 1.02

A. POLICY

1. Employment decisions within the City's departments shall be based on merit, ability, and fairness, and, where applicable, shall comply with the rules and regulations of the City's Civil Service Commission.

2. The City of Norwood recognizes that a competent and dedicated workforce is essential to effective government operations. This Manual supports that goal by establishing policies and procedures intended to promote employee morale and foster productive working relationships through uniform policies, equitable advancement opportunities, and responsiveness to employee needs.

DEFINITION / ABBREVIATIONS SECTION 1.03

A. POLICY

Unless otherwise indicated, the following definitions and abbreviations apply to the below listed terms as used in this manual.

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the Employer and includes hours worked, vacation leave, sick leave, compensatory time, paid military leave and paid court leave, etc.

ADA: Americans with Disabilities Act.

Appointing Authority: Refers to the officer, commission, board or body having the power of appointment or removal from positions, officials, or the designees of such officials who are authorized by law with the power to appoint or remove positions in any office, department, commission, board or institution. The Appointing Authority for the employees covered by this manual include, but are not limited to the following: Auditor, Civil Service Commission, City Council, Mayor, Director of Public Service, Safety Services Director, Treasurer and the City Law Director.

Auxiliary Police: Auxiliary officers serving with or without compensation.

BWC: Abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Norwood, State of Ohio.

Classification (Class): A group of positions that involve similar duties and responsibilities, require similar qualifications, and that are properly designated by a common descriptive title indicating the general nature of the work. A classification may include only one (1) position in some circumstances.

Classification Plan (Class Plan): The alphabetically arranged compilation of the classification specifications for employees of the Employer.

Classification Series: Those classifications which are closely related, and grouped to form a career progression.

Classification Title: The descriptive name of a group of positions similar enough to be included under a single classification.

Classified Employee: An employee who, after serving a probationary period, may only be demoted, suspended or removed from public service for cause, in accordance with the State Civil Service statute O.R.C. 124.34.

Classified Service: Comprises all persons in the employ of the City not specifically included in the unclassified service. The classified service shall be divided into the "competitive class" and the "unskilled labor class" as provided for in paragraph (B) of O.R.C. 124.11.

Collective Bargaining Agreement: The written agreement(s) entered into between the Employer and an exclusive representative of employees of the Employer pursuant to O.R.C. Section 4117.

Compensatory Time (Comp Time): Time off work granted to nonexempt employees in lieu of overtime payment for overtime hours worked, and granted off at the rate of one-and-one half (1½) hours for each hour of overtime.

Day(s): Unless otherwise specified, means calendar day(s).

Demotion: A change in position that reduces the employee's scope of responsibility and compensation.

Department: A City organizational unit directed and controlled by the Employer and charged with a specific public service function and mission.

Department Head: A supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the Employer.

Designee: Any person authorized by the Employer or management official to perform a function with or on behalf of the Employer or management official.

Discourteous Treatment of the Public: Failure by an employee to treat any member of the general public with respect, in a polite and courteous manner.

Dishonesty: Conduct involving but not limited to bad faith, a lack of integrity, or moral turpitude.

Distribution: An act of distributing goods, materials and/or written materials or literature.

Employee: Any person holding a position subject to appointment, removal, promotion or demotion by the Appointing Authority.

Employer: The Appointing Authority, or the designee of the Appointing Authority, authorized by law to make appointments to positions. As context requires, Employer may also mean any designee who is authorized to carry out certain duties on behalf of the Appointing Authority.

Excused Absence: Absence from work with the approval of the Employer (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee (FLSA): A salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

Failure of Good Behavior: Failure by an employee to accept, adhere to or maintain the expected levels of performance and/or conduct required by the Employer, or reasonably expected by the Employer even in the absence of a written work rule.

Flex-time (Non-exempt Employees): Adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek, pay period, or any other standard work period established in accordance with the FLSA.

Flex-time (Exempt Employees): Rearrangement of hours in a pay period up to eight (8) hours.

FLSA: Abbreviation for the Fair Labor Standards Act.

FML: Abbreviation for Family and Medical Leave.

FMLA: Abbreviation for the Family and Medical Leave Act.

Immoral: Contrary to good morals; inconsistent with the rules and principles of morality; harmful or adverse to public welfare according to the standards of a given community, as expressed in law or otherwise.

Immoral Conduct: Conduct which is willful, flagrant, or shameless, and which shows a moral indifference to the opinions of the good and respectable members of the community.

Incompetency: Lack of ability, legal qualifications or fitness to perform duties required of an employee.

Inefficiency: Quality of being incapable or indisposed to perform duties required of an employee within reasonable standards.

Insubordination: Intentional failure to perform duties required of an employee; refusal to obey an order issued by the employee's supervisor.

Malfeasance: The commission of some act which is positively unlawful; the doing of an act which is wholly wrongful and unlawful; the doing of an act which a person ought not to perform.

Misfeasance: The improper performance or commission of some act which a person may lawfully do.

Neglect of Duty: Omission or failure to do a thing that can be done, or that is required to be done; an absence of care or attention in the doing; an omission of a given act. A designed failure, refusal or unwillingness to perform one's duty.

Nonexempt Employee (FLSA): An employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of 40 in an established workweek or other standard work period established in accordance with the FLSA.

Nonfeasance: Nonperformance of some act which ought to be performed; the total omission to perform a required duty; or the total neglect of duty.

Non-work Area: Those areas of the Employer's property such as the parking lot or other areas where no official Employer business is transacted nor operations conducted.

Non-work Time: Any time during an employee's workday where the employee is totally relieved of work duties. Whether an employee is in active pay or no-pay status during these times is immaterial to the designation of non-work time.

O.A.C.: Abbreviation for the Ohio Administrative Code.

OPERS: Abbreviation for the Ohio Public Employees Retirement System.

OP&F: Abbreviation for the Ohio Police and Fire Pension Fund.

O.R.C.: Abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: Abbreviation for Ohio's Occupational Safety and Health Act.

Overtime: Compensation for such time over forty (40) hours in a given work week at one and one-half times the regular rate for non-contractual employees, excluding sick leave.

Part-time Employee: Employees assigned a work schedule of less than forty (40) hours each week by their Appointing Authority.

Personnel Actions: A specific act by the Employer to implement a personnel decision (e.g., hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: Such decisions include, but are not limited to: (1) recruitment; (2) selection; (3) placement; (4) testing; (5) training; (6) promotions and transfers; (7) layoff and recall; (8) removal; (9) disciplinary action; (10) social and recreational programs; (11) employee benefits and compensation; and (12) tangible program services and benefits.

Position: A group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Promotion: Any change in position which results in an increase in an employee's compensation and responsibility.

Reduction: A change in the classification held by an employee to one having a lower base pay range, a change to a lower step within a salary range, or any decrease in compensation of an employee.

Seasonal: Appointed to work a specific season(s) – not more than six (6) months.

Solicitation: An act of requesting an individual to purchase goods, materials or services, or a plea for financial contribution.

Supervisor: An individual who has been authorized by the Employer to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding or disciplining employees under the direction of the Employer; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions.

Suspension: Relief of an employee from duty without pay, usually for a short period of time (i.e., one (1) to fifteen (15) days), as a disciplinary measure aimed at improving the employee's conduct.

Transfer: The movement of an employee from one (1) position to another where there is no change in level of responsibility, classification or salary.

Unclassified Service: Comprises those positions set forth in paragraph (A) of O.R C. 124.11 as applied to the Civil Service of the City. Positions in the unclassified service shall be exempt from all examinations required by O.R C. 124.11 to 124.99. The Civil Service status of employees appointed without competitive examination to positions that are not subject to the discipline or removal provisions contained in R.C. Section 124.34. This includes employees who receive intermittent or temporary appointments pursuant to R.C. Section 124.30 (B), those employees appointed to administrative staff positions for which an Appointing Authority is given specific statutory authority to set compensation, and the deputies and assistants of elective or principal executive officers authorized to act for and in the place of their principals or holding a fiduciary relation to their principals, clerical and administrative support employees and other positions specified by the City of Norwood's Civil Service Commission Rules and Regulations. Such employees serve at the pleasure of the Appointing Authority.

Vendor: Any individual or group engaged in or desiring to engage in the supply of goods, materials or services, (which are utilized in the conduct of public business) to the Employer and/or its employees.

Verbal Reprimand: Written documentation of an oral counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

Work Area: Any office, room, or physical location where official Employer business is transacted and/or operations of the Employer are conducted.

Working Suspension- "Suspension with Pay": A form of discipline, whereby the Appointing Authority may require an employee who is suspended to report to work to serve the suspension. An employee serving a suspension in this manner shall continue to be compensated at the employee's regular rate of pay for hours worked. Such disciplinary action shall be recorded in the employee's personnel file in the same manner as other disciplinary actions and will have the same effect as a suspension without pay for the purpose of progressive disciplinary action.

Work Time: All the time when an employee's duties require that the employee be engaged in work tasks, not including scheduled breaks or time before or after work.

Work Unit: A division under the Employer's control usually directed by a supervisor and charged with a specific work function which contributes to the accomplishment of the Employer's public service function.

Written Reprimand: The written record of disciplinary action, usually issued after an verbal reprimand has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employee's conduct and performance.

SCOPE OF COVERAGE SECTION 1.04

A. POLICY

1. These policies apply generally to all classified, unclassified, and bargaining unit employees unless otherwise limited by law or a collective bargaining agreement. They do not establish tenure or contractual rights where not required by law.

2. The City retains full discretion to manage, hire, terminate, and set compensation for unclassified and probationary employees, unless otherwise restricted by law.

3. This manual supersedes all previous personnel policies and practices, written or unwritten, including departmental policies, unless a departmental policy is more restrictive due to operational needs.

4. For employees covered by a collective bargaining agreement under R.C. 4117, the agreement prevails over conflicting provisions in this manual. Where the agreement does not address employment related issues, this manual applies. Any additional benefits in this manual do not apply to bargaining unit employees unless incorporated by agreement.

5. In cases of conflict between this manual and applicable law, the law shall prevail. However, if the City has lawfully superseded a state employment law under its Home Rule authority, the ordinance shall control.

MANAGEMENT AUTHORITY SECTION 1.05

A. POLICY

1. The City retains the full right and responsibility to direct the operations, promulgate policies, rules and regulations and otherwise exercise the prerogatives of management.

This includes the authority to:

a. Hire, assign, promote, evaluate, discipline, or discharge employees;
b. Establish and enforce work rules and policies;
c. Define organizational structure, job duties, and performance standards;
d. Determine staffing levels, schedules, shifts, and overtime;
e. Allocate resources, set budgets, and implement technology;
f. Lay off or reassign employees due to lack of work, funding, or reorganization;
g. Maintain security of facilities, records, and operations; and
h. Act as necessary in emergency situations.

2. These management rights are limited only by applicable laws and express provisions of collective bargaining agreements.

IMPLEMENTATION AND DISSEMINATION SECTION 1.06

A. POLICY

1. The City has sole authority to issue and modify policies and procedures.
2. All employees will be notified of this manual’s availability and are encouraged to ask supervisors about unclear provisions.
3. Supervisors are responsible for understanding and consistently applying the manual’s policies and ensuring subordinate compliance.
4. This manual remains the City’s property and must be returned upon request.

B. PROCEDURE

1. The manual shall be adopted by ordinance and distributed to each department by the Appointing Authority or designee.
2. Department heads will receive and track distribution of manuals to their supervisors.
3. Employees will be granted access to review the manual. Upon review, they must sign an acknowledgment form for their personnel file.

AMENDMENT SECTION 1.07

A. POLICY

1. Only an Appointing Authority may propose amendments to this manual, subject to approval by City Council.

B. PROCEDURE

1. The Appointing Authority will review all Council ordinances to determine if updates to the manual are required.

2. Any amended sections will be rewritten, dated with original adoption and revision dates, and added to the master manual.

3. Updated sections will be distributed to department heads and supervisors.

4. The City will determine how to communicate amendments to employees, including bulletin board postings as required by union agreements.

PERSONNEL ADMINISTRATION SECTION 1.08

A. POLICY

1. The Appointing Authority is responsible for administering the City's personnel system, including:

   a. Recruiting qualified applicants;
   b. Administering non-civil service exams;
   c. Developing job classifications;
   d. Recommending personnel rules for Council approval;
   e. Conducting background checks; and
   f. Performing other personnel functions as needed.

SEVERABILITY SECTION 1.09

A. POLICY

If any provision of this manual is held invalid or unenforceable by law or court order, the remainder shall remain in effect unless the invalid provision is integral to the overall intent of the manual.

B. PROCEDURE

Any amendment required due to a legal ruling shall be made by the Appointing Authority in accordance with the amendment procedures in Section 1.07.

IMPORTANT PHONE NUMBERS AND ADDRESSES SECTION 1.10

Administrative Office
4645 Montgomery Road
(513) 458 - 4500

Mayor's Office
4645 Montgomery Road
(513) 458 - 4501

Safety/Service Office
4645 Montgomery Road
(513) 458 - 4503

Police Department
4701 Montgomery Road
(513) 458 - 4520

Fire Department
4725 Montgomery Road
(513) 458 - 4550

Public Works Department
4645 Montgomery Road
(513) 458 – 4615

Recreation Department
1810 Courtland Avenue
(513) 531 - 9798

Building & Zoning Department
4645 Montgomery Road
(513) 458 - 4510

Tax Department
4645 Montgomery Road
(513) 458 - 4590

Auditor
4645 Montgomery Road
(513) 458 - 4570

Law Department
4645 Montgomery Road
(513) 458 - 4585

Treasury Department
4645 Montgomery Road
(513) 458 – 4580

Health Department
2059 Sherman Avenue
(513) 458 - 4600

Community Center
1810 Courtland Avenue
(513) 458 – 4635

Human Resources Department
4645 Montgomery Road
(513) 458-5349

www.norwoodohio.gov

EQUAL EMPLOYMENT OPPORTUNITY (EEO) SECTION 2.01

A. POLICY

1. The City of Norwood is an Equal Opportunity Employer. The City of Norwood or its agents shall not discriminate against any employee or application for employment because of race, religion, color, sex, gender, sexual orientation, national origin, disability, age, veteran status, military status, ancestry, genetic information, or any other protected criteria. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Selection for Training including Apprenticeship.

2. The Human Resources Director or Mayor's designee is the Employer's EEO/ADA Coordinator. The EEO/ADA Coordinator is responsible for providing information regarding anti-discrimination employment laws to employees and others, and for reviewing and resolving complaints involving alleged discrimination not resolved by the department head.

3. The EEO/ADA Coordinator shall be responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. Department heads and supervisors shall maintain responsibility for their actions in regard to offering equal opportunity to each department employee or job applicant and for attempting to resolve discrimination complaints within their respective departments not personally involving the department head.

4. No inquiry shall be made prior to employment regarding the applicant's race, color, religion, gender, military status, national origin, ancestry, age (unless required by law for position), sexual orientation, or disability, except as necessary to gather equal employment opportunity or other statistics that, when compiled, will not identify any specific individual. Disclosure of this information by the employee is a voluntary action on the applicant's part.

5. It is the policy of the City to comply fully with all federal, state, and local nondiscrimination laws.

6. City employees shall not discriminate against any other employee or anyone requiring services from the City because of that individual's race, color, gender, age, religion, familial status, disability, military status, national origin, ancestry, sexual orientation, or marital status.

7. Posters shall be displayed in locations throughout the City offices in such a manner as to be easily readable from a wheelchair.

8. It is the policy of the City of Norwood to provide courteous and efficient service. In that regard, the City shall make every reasonable effort to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

B. PROCEDURE

Complaints, comments, or questions regarding the City's compliance with nondiscrimination laws should be filed in accordance with the Discrimination Complaint Procedure contained in Section 2.04 of this manual.

AMERICANS WITH DISABILITIES ACT SECTION 2.02

A. POLICY

1. It is the policy of the City of Norwood to provide qualified individuals with disabilities equal access to employment. A "qualified" individual with a disability is a person who meets legitimate skill, experience, education, or other requirements of an employment position that he or she holds or seeks, and who can perform the essential functions of the position with or without reasonable accommodation. This policy prohibits discrimination against individuals with disabilities in all hiring, firing, advancement, compensation, training, and the terms, conditions and privileges of employment.

2 Employment: The Employer supports the intent and purposes of the Americans with Disabilities Act (ADA) and will not discriminate against qualified individuals with disabilities because of the disability of such individual in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions and privileges of employment.

3. Accessible Features: The Employer shall maintain in operable working order all features of facilities and equipment which are for the use, benefit, aid, or service of the public, in a manner which is readily accessible to and usable by persons with disabilities.

4. Accessible Facilities: Each service, program, and activity shall be operated in a manner that, when viewed in its entirety, shall be readily accessible to and usable by individuals with disabilities.

5. Accessible Communications: The Employer will make reasonable accommodation to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others.

6. Information: The Employer shall ensure that all interested persons (including those with impaired vision or hearing) can obtain information on the existence and location of accessible services, activities, and facilities.

7. Action to achieve accessibility may not be taken when it would result in a fundamental alteration in the nature of a service, program or activity, or cause undue financial and administrative burdens.

8. EEO Coordinator - The Equal Employment Coordinator (see Section 2.01) shall be responsible for:

a. Providing information about the ADA to employees and others;

b. Receiving and resolving complaints involving non-accessibility of services, programs, or facilities and alleged discrimination against disabled individuals.

B. PROCEDURE

1. The Employer will conduct an interactive dialogue with an individual who has claimed a disability or has requested an accommodation. The interactive dialogue may also be triggered by the Employer's perception of a potential problem with an employee's performance.

2. The interactive dialogue is an informal interactive discussion between the Employer and the individual aimed at finding a means by which the disabled individual can perform the essential functions of the job. The purpose of the meeting is to identify the precise limitations resulting from the disability and to discuss the potential reasonable accommodations that could overcome those limitations.

3. Upon being notified by an individual of a disability or a need for accommodation, or upon the Employer's perception of a potential problem, the following process will be followed:

   a. The Employer will analyze the particular job involved and determine its purpose and essential functions;

   b. The Employer will consult with the potentially disabled individual to ascertain the precise job-related limitations imposed by the claimed disability and how those limitations could be overcome with a reasonable accommodation;

   c. Provided the individual's condition meets the definition of a disability (see paragraph 4), the Employer will consult with the disabled individual to identify potential accommodations and assess the effectiveness each would have in enabling the individual to perform the essential functions of the position; and

   d. The Employer will consider the preference of the disabled individual and select and implement the accommodation that is most appropriate for both the employee and the Employer, provided the accommodation does not impose an undue hardship on the operation of the Employer's business.

4. <u>Definitions</u>:

   a. <u>Disability</u>: The term disability means, with respect to an individual:

      (1) a physical or mental impairment that substantially limits one or more major life activities of such individual;

      (2) a record of such an impairment; or

      (3) being regarded as having such an impairment.

b. Essential Functions: Fundamental or core duties of the position.

c. Major Life Activities:

(1) Major life activities include, but are not limited to, functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, sitting, standing, lifting, learning, eating, sleeping, bending, reading, concentrating, thinking, and communicating, and working.

(2) A major life activity also includes the operation of a major bodily function including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

d. Regarded as Having Such an Impairment:

(1) An individual meets the requirement of "being regarded as having such an impairment" if the individual establishes that he or she has been subjected to an action prohibited under the Americans with Disabilities Act Amendments Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(2) Paragraph 4. a. (3) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

DISCRIMINATORY HARASSMENT SECTION 2.03

A. POLICY

It is the policy of the City of Norwood to maintain an environment free from all forms of unlawful discriminatory harassment for all employees, including gender-based discrimination due to sexual harassment. Sexual harassment is an issue that can affect employees at all levels. Sexual harassment is inappropriate and interferes with the well-being and productivity of the employee and the efficiency of our organization, negatively affecting morale, motivation, and job performance. The City of Norwood, in the commitment to eliminate this inappropriate behavior, has established the following policy. For purposes of this policy conduct of a sexual nature will not be tolerated. To maintain this environment, discriminatory harassment, whether committed by supervisors, co-workers, or members of the public, of opposite or same gender is strictly prohibited.

This policy applies equally to men and women; to same and opposite sex relationships; to supervisor-subordinate relationships; and to peer relationships. It may also apply to customer/client and other relationships with non-staff members with whom we do business.

SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

1. Definition: Discriminatory harassment is any type of harassing conduct that is based upon an employee's race, color, gender, military status, national origin, ancestry, age, religion, sexual orientation, or disability. Sexual harassment includes, but is not limited to the following:

   a. Repeated unwanted and/or offensive sexual flirtations, advances, or propositions;

   b. Repeated verbal abuse of a sexual nature;

   c. Graphic or degrading verbal or written comments about an individual, the individual's appearance, or the individual's sexual orientation;

   d. The display of sexually suggestive objects, pictures, or the display of same through other media in a location where others can see it;

   e. The implication or threat that an employee's or applicant's employment, assignment, compensation, advancement, career development, or other condition of employment will depend on the employee's or applicant's submission to sexual harassment in any form; and,

   f. Any offensive, abusive, or unwanted physical contact.

2. Responsibility:

   a. It is the responsibility of all employees to aid the Employer in maintaining a work environment free from discrimination, including sexual harassment. Therefore, it is the responsibility of each employee, including supervision and management, to immediately report any instances of discriminatory harassment to the proper authority (see Complaint Procedure, Section 2.04). Any employee who observes any conduct that may constitute discriminatory harassment of any City employee, but fails to report same, may be subject to disciplinary action. Those employee responsibilities include:

      (1) Adhering to this policy

      (2) Discouraging sexual harassment

      (3) Reporting any incident to appropriate persons

      (4) Cooperating in any investigation which might result

      (5) Directing any questions to their supervisor or department head

   b. It is further the responsibility of each supervisor to ensure that all employees who report to the supervisor are aware of the policy against discriminatory harassment, that they are aware of the complaint and reporting procedures, and that they are aware of the consequences of engaging in discriminatory harassment.

c. It is the responsibility of management to maintain an environment free from discriminatory harassment. Management shall ensure that its supervisors are sufficiently trained in recognizing discriminatory harassment, the complaint and reporting procedures, the proper methods of investigating complaints of discriminatory harassment, and the disciplinary procedure regarding discriminatory harassment.

d. Management shall also ensure that all employees are aware of this maintain an environment free from discriminatory harassment. Additionally, each newly-hired employee will receive training in this policy as a part of their employee orientation. An employee who has questions or concerns regarding this should contact their Supervisor or Appointing Authority.

3. Procedure:

a. Once a complaint of discriminatory harassment has been received, or an instance of such harassment has been reported (see Complaint Procedure, 2.04), the proper member of management will immediately investigate the matter in accordance with the investigation procedure. The complaining employee and/or the reporting employee will be informed of the results of the investigation.

b. If, after a thorough and prompt investigation, it is determined discriminatory harassment has occurred, the employee who has been found to have committed such harassment will immediately be disciplined in accordance with the disciplinary procedure for discriminatory harassment. The complaining and/or reporting employee(s) will be informed of the results of the disciplinary procedure.

c. If, after the investigation, it is determined that no discriminatory harassment occurred, or that there is insufficient evidence to determine whether or not such harassment has occurred, the complaining employee and/or reporting employee will be informed of same.

DISCRIMINATION COMPLAINT PROCEDURE SECTION 2.04

A. POLICY

Any employee who believes that he/she has been the subject of discrimination, discriminatory harassment, or sexual harassment, and/or any employee who has witnessed an incident, or incidents of such discrimination or harassment, or wish to raise questions or concerns, should immediately report the matter(s) to the proper authority, as described in Section 2.04.B.1.

B. PROCEDURE

1. Any employee who believes that he/she has been the subject of or witness to discrimination, including sexual harassment, should immediately report the alleged act(s) to his/her immediate supervisor, department head, or the EEO/ADA Coordinator.

If the immediate supervisor, department head, or EEO/ADA Coordinator is the subject of the complaint, the employee should report to the next higher-ranking person in the facility's table of organization.

The employee should report the complaint to the Appointing Authority if all lower positions in the chain of command are implicated in the complaint. Should the Appointing Authority be the subject of the complaint, the employee should report the matter to the City Law Director.

2. The employee alleging discrimination or discriminatory harassment shall complete the EEO/Anti-Discrimination Complaint Form provided for that purpose. The employee should provide:

   a. The employee's name;

   b. The name of the subject of the complaint;

   c. The act(s) complained of;

   d. The date(s) of the act(s);

   e. Any witnesses to the alleged acts; and

   f. The remedy the employee is seeking.

   This form should be completed by the employee as soon as possible following the alleged act giving rise to the discrimination or harassment complaint.

3. If the employee alleging the discrimination or discriminatory harassment is unwilling to complete the complaint form, the matter should be addressed under the "duty to report" section and the form completed by the person to whom the verbal complaint was made. This form should be completed as soon as possible and no later than two (2) days after the date the alleged act of discrimination or harassment was reported.

4. After the EEO/Anti-Discrimination Complaint Form has been completed, the complaint will promptly be investigated by the Appointing Authority or designee.

5. If the investigation reveals that the complaint is valid, prompt action will be taken to end the discrimination or harassment immediately.

6. The investigation will begin with private interviews of the employee allegedly committing the harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality cannot be guaranteed. Determinations shall be made on a case-by-case basis.

7. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken. Complainants will be protected from retaliation.

8. The City encourages employees to come forward to discuss situations which might make them uncomfortable and discuss their options.

DISCRIMINATION DISCIPLINARY PROCEDURE SECTION 2.05

A. POLICY

1. All allegations of discrimination and/or discriminatory harassment shall be promptly investigated.

2. Although legitimate complaints made in good faith are strongly encouraged, false complaints or complaints made in bad faith will not be tolerated. Any employee that makes a false statement and/or false accusations during the investigation will be subject to appropriate discipline in accordance with the Employer's policy. Failure to prove sexual harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered a violation of this policy and an employee who makes a false complaint may be subject to discipline.

3. Disciplinary action will result and be reflective of the seriousness of the violation. If the investigation establishes that the accused employee engaged in sexual harassment, discipline will be administered which may include removal. Offenders will be disciplined without regard to their position or job performance. Any individual exhibiting discriminatory or harassing behavior towards an employee who had knowledge of sexually harassing conduct that allows the conduct to go unaddressed will be subject to discipline.

B. PROCEDURE

When it is determined that there is cause for believing that an act of discrimination or discriminatory harassment has occurred, the following steps will be followed:

1. All complaints alleging illegal discrimination or discriminatory harassment shall be filed on the EEO/Anti-Discrimination Complaint Form. This form shall be filed as soon as possible after the date the alleged discrimination occurred.

2. The department head, Appointing Authority, City Law Director, or other designated individual shall investigate all complaints and respond to the complainant as soon as possible following completion of the investigation. If the complainant is not satisfied with the initial response, he/she may file the complaint with the EEO/ADA Coordinator or the Appointing Authority.

3. The charged party may immediately be suspended with pay or temporarily transferred pending the final resolution of the complaint.

4. If the charged party requests it, a meeting will be held during which the charge will be explained to the charged party, and the charged party will be given the opportunity to respond to the charge. The Employer may require that the response be in writing and submitted to the person conducting the investigation.

5. Following the meeting and/or completion of the investigation, a final determination will be made. If it is determined that a prima facie case of discrimination or discriminatory harassment has been established, the charged employee will be notified and disciplinary action will be implemented.

6. Any employee that makes a false statement and/or false accusations during the investigation will be subject to appropriate discipline in accordance with the Employer's policy.

7. Nonemployees found to have committed an act of illegal discrimination against an employee will be dealt with appropriately as allowed by law.

8. When reviewing complaints alleging a violation of the ADA, the department head, Appointing Authority, City Law Director, or other designated investigator will determine whether the complainant is a "qualified person with a disability," whether the Employer may have discriminated against the complainant, and, if so, whether the Employer can "reasonably accommodate" the complainant or otherwise resolve his/her complaint.

REQUIREMENTS FOR EMPLOYMENT SECTION 3.01

A. POLICY

1. The appointing authorities for the City of Norwood have the ability to hire employees based on their experience for the job in which they are applying and can determine which step in that grade the prospective employee will be placed.

2. The Employer appoints, employs, fixes compensation for, disciplines, and establishes policies and procedures and other conditions of employment for its employees. Employment with the City is employment in a public agency, subject to federal, state and local laws and the requirement that employees recognize and agree to abide by all applicable laws and all applicable policies and procedures as a condition of employment.

3. <u>Licensing/Certification</u>: Any employee required to have a license or certification in order to perform the duties of his/her position, shall obtain said license or certification prior to employment with the City or within a reasonable period thereafter as determined by the Appointing Authority. The employee shall be required to maintain any required license or certification as a condition for continued employment by the City. Incumbents who lose the license required for their classification will be deemed to be incompetent to perform the duties of their classification and shall be terminated following the procedures set forth in this manual or applicable collective bargaining agreement.

4. <u>Training Academy/Program for Fire or Police Certification:</u> As a condition of employment, firefighters shall complete and pass state required firefighting schools, and be certified by the State of Ohio as firefighters and/or Emergency Medical Technicians and police officers shall be certified by the Peace Officer Training Council upon successful completion of required academy, coursework and training, or equivalent.

   Upon appointment, each new fire and police employee who does not have the necessary certification will be enrolled in an applicable training academy/program. The City will pay all expenses for the training academy/program.

5. <u>Operator's/CDL Licenses</u>: Certain classifications require that the occupants of that classification have and maintain a motor vehicle operator's or commercial driver's license, whichever is applicable to that position. Applicants without the required license may be considered less qualified for a vacancy requiring such license than an applicant who already possesses a license. However, the Employer may allow an applicant to obtain the required license, per a pre-employment agreement that indicates a period of time in which the required license must be obtained. Employees who fail to obtain a required license or who have their license suspended, revoked or fail to renew their CDL license, will be deemed incompetent to perform the duties of their classification and will be terminated from employment.

6. Bonding: State law or the Employer may require that certain employees be bonded. The Employer will pay the cost for bonding. Should an employee fail to remain bonded, the employee will be considered incompetent and may be terminated from employment with the City.

7. Insurability: An employee must be insurable under all applicable City insurance plans designed to protect the City from liability and remain eligible for such coverage during the term of his/her employment. The City may conduct a review of the employee's driving record to ensure the employee possesses a valid license, remains insurable, and remains eligible to operate City vehicles and equipment.

CLASSIFIED AND UNCLASSIFIED EMPLOYMENT SECTION 3.02

A. POLICY

1. Employment with the Employer is governed by the State of Ohio Civil Service laws. All positions in the civil service fall into one of two general categories: "Classified" or "Unclassified."

2. All employees of the City are presumed to be classified civil servants unless the position an employee occupies has been exempted from the classified service by a lawful request of the Employer, or by operation of law or by resolution/ordinance. All positions in the service of the City shall be filled pursuant to open competitive examinations, except for those exempted positions. Most classified employees may only be disciplined for cause and by following the procedures set forth in O.R.C. Chapter 124. Exceptions include probationary employees, who may be removed or reduced for unsatisfactory service during the probationary period without a showing of cause (see Probationary Periods Policy) and certain employees covered by a collective bargaining agreement who have waived their rights under Chapter 124. Classified status does restrict an employee's ability to participate in partisan politics (see Political Activity Policy).

3. Some City employees serve in the unclassified civil service, or occupy positions which have been exempted from the classified service. The following positions are exempt from open competitive examinations:

   a. Members of Council;

   b. Clerk of Council;

   c. President of Council;

   d. Mayor;

   e. Elected Officials (Treasurer, Auditor, Law Director);

   f. Safety Services Director

g. Assistants to the appointing authorities – such as assistant law director, secretary to the law director, deputy treasurer, earnings tax commissioner, deputy auditor, assistant deputy auditor, building commissioner, human resources director, community development director, recreation director mayor's executive assistant, secretary to safety and service directors, clerk of courts, superintendent of public works, secretary to clerk of council and any other positions created by Ordinance.

h. Members of Boards and Commissions;

i. Seasonal employees; part-time recreation employees

j. Such other positions in the City that are determined by the Civil Service Commission to be exempt under the provisions of R.C. 124.11(A) including those positions which have fiduciary and administrative duties as described by that section;

k. Pursuant to R.C. 124.11(A)(8), also deputy clerk of courts, one clerk in the Auditor's office, and one clerk in the Treasurer's office;

Such employees serve at the pleasure of the Employer (or the electorate). Unclassified employees are not prohibited by law from engaging in partisan political activity on their own time and away from areas in public buildings where official business is transacted or conducted (see Political Activity Policy).

4. Employees appointed to positions on a temporary or intermittent basis are unclassified and serve at the pleasure of the Appointing Authority and, therefore, have no right to appeal any suspension or removal to the Civil Service Commission.

B. PROCEDURE

1. Appointment: Employees in the classified service may be appointed to their positions (hired or promoted) by "certified" appointment or "non-competitive" appointment.

   a. Certified Appointment: A certified appointment occurs when an appointment is made from a list of certified eligible applicants who have passed a civil service examination. Employees hired by certified appointment are not subject to displacement, except in cases of layoff or job abolishment.

   b. Non-competitive Appointment: A non-competitive appointment is made when a qualified person has been hired in the absence of a list of certified applicants, or when a list is provided by the Civil Service Commission that contains less than ten (10) names and a selection is not made from that list. Non-competitive appointees may obtain permanent status in one (1) of the following ways:

(1) demonstrate merit and fitness for the position by successfully completing the probationary period (Section 3.12) for the position, or

(2) remain in the position for a period of six (6) months of continuous service, whichever period is longer.

2. Unclassified Service: “Unclassified” employees serve at the pleasure of the Appointing Authority. They need not take a civil service examination for initial appointment to, or retention of, their position. All of the terms and conditions of employment contained herein apply to unclassified employees unless specifically stated otherwise.

The Employer must notify newly appointed unclassified employees of the nature of unclassified employment. The Employer must provide a position description to newly hired, unclassified employees.

EMPLOYEE STATUS SECTION 3.03

A. POLICY

1. In addition to being categorized as classified or unclassified, all employees shall be categorized in one (1) of the following employee status types:

a. Hours Assigned:

(1) Full-time: An employee who works at least 40 hours per week on a regularly scheduled basis or the standard full-time workweek as designated by the Employer.

(2) Part-time: An employee who works less than 40 hours per week but at least 20 hours per week on a regularly scheduled basis, or less than the standard full-time workweek designated by the Employer, but on a regularly scheduled basis.

(3) Intermittent: An employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable. An intermittent employee generally works less than 1,000 hours in any 12 month period. Intermittent employees serve in the unclassified service at the pleasure of the Appointing Authority by operation of law.

b. Duration of Appointment:

(1) Temporary: An employee appointed to a non-permanent position, on a full-time, part-time or intermittent basis, for a specified period of time, not to exceed six (6) months. Successive temporary appointments to the same position may be made with the approval of the Appointing Authority. Temporary employees serve in the

unclassified service at the pleasure of the Appointing Authority by operation of law.

(2) Seasonal: An employee who works on the academic program year or who works on a recurring but temporary basis annually (e.g., life guards, summer, mowing season, tax collection period, etc.). A seasonal employee may be appointed on a full-time, part-time or intermittent basis.

(3) Student: An employee who is a student at an educational institution and employed by the Employer in cooperation with such educational institution to provide training to the student employee. (Student appointments are in the unclassified service by operation of law).

2. Contract service providers and/or vendors are not considered to be employees and are not eligible for benefits provided by the City.

3. The categories outlined above apply for civil service purposes, such as order of retention in the event of layoff. However, these categories may not apply to certain benefit programs, such as eligibility for health care coverage, especially where eligibility and categories of employee status are established by those benefit programs.

4. If an employee works the number of hours per week on a regular basis for six (6) consecutive months which might justify a change in employment status, the employee may request to have their employment status changed.

B. PROCEDURE

1. Employees shall be informed upon appointment of their employment status. Temporary, seasonal, intermittent, and student appointments should be communicated in writing to employees, and that a condition of their appointment is one of a temporary or seasonal nature. Such notification shall also include the approximate dates of employment and cessation of employment.

2. Employees may submit a request to their department head for a change in employment status if they believe they are working more time on a regular basis than their employment status indicates.

CLASSIFICATION PLAN — SECTION 3.04

A. POLICY

1. The City of Norwood Civil Service Commission shall maintain and administer a plan of classification specifications (or class specs), known as a "Classification Plan" (or "Class Plan"). A classification includes one (1) or more positions that are so similar they can be described by a common job classification title. Each position within a job classification may have its own "working" title and its own description. Classifications are used to determine order of layoff and certified status. The

Commission will create or amend the class plan and class specs based upon an analysis of the duties, responsibilities, essential functions and qualifications of the positions affected.

B. PROCEDURE

1. As positions are changed or added, the class plan must be revised. Factors which may necessitate a revision to the plan are:

   a. The addition of a new duty or responsibility to a position.

   b. The abolishment of a current duty or responsibility from a position.

   c. The reassignment of current duties or responsibilities between or among positions.

   d. A new or revised licensure or certification requirement as dictated by law for a position.

2. When any of these factors occurs, the HR Department shall submit the change or addition to the Commission, who shall review the change or addition and make any appropriate changes or additions to the class spec or class plan.

3. The Employer shall also make all changes to applicable payroll, personnel, and operational records necessitated by changes or additions to the class plan.

ORIGINAL APPOINTMENT/PROMOTION— CLASSIFIED SERVICE SECTION 3.05

A. POLICY AND PROCEDURE

Original appointments and promotions to a position in the classified service shall be made following the Rules and Regulations of the Norwood Civil Service Commission.

PROMOTION PAY INCREASE SECTION 3.06

A. PROMOTION PAY RATE POLICY

1. When an employee is promoted to a higher classification within the City, the employee's new rate of pay will be determined based on a combination of objective criteria and administrative discretion. The employee will be placed at either:

   a) the lowest hourly rate within the new classification's approved pay range or
   b) a higher rate within that range based on qualifying factors, subject to approval by the Appointing Authority.

The following factors will be considered in determining the appropriate rate of pay upon promotion:

- Years of Service
  - Length of continuous employment with the City, especially in a related field or department.
- Education and Credentials
  - Relevant degrees, diplomas, or academic achievements.
  - Professional certifications or licenses that exceed the minimum requirements for the new role.
- Prior and Current Compensation
  - Current base hourly rate and also total earnings over the previous 12 months,
- Internal Pay Equity
  - Comparison with similarly situated employees within the same classification to ensure fairness and avoid compression.
- Available Budget and Funding Source
  - Budgetary capacity of the hiring department and compliance with any applicable restrictions (e.g., grants, bargaining agreements).

The final rate of pay within the new classification's range will be determined at the discretion of the Appointing Authority, in consultation with the Human Resources Department, and must be supported by documentation of the factors considered.

VACANCIES IN THE CLASSIFIED SERVICE SECTION 3.07

A. POLICY

1. When a list of certified applicants is not available from the Civil Service Commission or the list supplied contains less than ten (10) names, appointment from a certified list is not mandatory and vacancies in classified positions shall be filled at the discretion of the Appointing Authority as provided herein.

2. The Employer shall announce all vacancies in the classified service by appropriate means and maintain a list of announced vacancies for public inspection.

3. Each announcement, insofar as practical, shall specify the job title, compensation range, nature of the job, the required qualifications and the deadline, method and place of application. The announcement shall also include the essential functions of the job or contain a reference to a contact person or posting location that will advise applicants of the essential functions of the position.

4. The Employer shall post on employee bulletin boards internal vacancies in the classified service which occur or are imminent. The Employer will attempt to fill vacancies from among interested, current employees of the Employer who meet the necessary qualifications and are able to perform the essential functions of the position provided such internal promotion is in the best interest of the City.

5. An Employment Application must be properly completed and submitted before an applicant will be considered for employment. Current employees wishing to be

considered for the position must apply based on rules of collective bargaining agreement or through internal application as directed by HR department

6. The Employer will make reasonable accommodations to assist qualified persons with disabilities to apply for vacancies.

7. Nothing in this section shall be construed to prevent the Employer from advertising for external applicants concurrently with the internal advertising of vacancies.

8. Normally, employment applications will be accepted only when a vacancy exists or is imminent and has been announced

EVALUATION OF APPLICANTS FOR CLASSIFIED POSITIONS SECTION 3.08

A. POLICY

1. When a valid list (containing at least ten (10) names) of certified applicants is not available from the Civil Service Commission, applicants will be evaluated and selected in accordance with the policy and procedures herein.

2. Appointments by the Appointing Authority to vacant positions in the classified service either by internal promotion or external selection will be based solely on the applicant meeting the job-related qualifications and possessing the knowledge, skills, and ability to perform the essential functions of the position as ascertained through job-related selection methods.

B. PROCEDURE

1. The Appointing Authority or designee will first review all applications to determine those applicants who possess the minimum, job-related qualifications as stated on the position description

2. Once the applicants who meet the minimum job-related qualifications have been determined, consideration of the following for each applicant will be reviewed:

   a. knowledge, skill, and ability to perform the essential functions of the position;

   b. work experience in positions comparable to the vacant position;

   c. work history (i.e., length of past employment, reasons for leaving, etc.);

   d. work record if applicable (i.e., attendance, performance, disciplinary actions, etc.).

3. Applicants may be required to submit to any or all of the following: reference checks, background checks, drug tests, job-related performance tests, interviews, criminal history checks, and other job-related selection procedures.

4. Otherwise, qualified applicants may be eliminated from consideration for a position if the applicant:

   a. makes a false statement of material fact in the application/other hiring documents or examination;

   b. has committed or attempted to commit a fraudulent act at any stage of the selection process;

   c. is an alien not legally permitted to work;

   d. has previously been terminated for just cause, except in unusual circumstances to be determined by the Employer;

   e. has been convicted of a felony or a crime involving moral turpitude;

   f. is addicted to drugs or alcohol;

   g. has a pattern of poor work habits and performance with the current or previous Employer.

   If an applicant is hired and it is subsequently discovered that one of the above disqualifying criteria apply, the employee may be removed from employment. The above list is not exclusive.

5. If the department head performs the initial interviews, the department head shall determine the most qualified applicant for the position and submit a recommendation to the Appointing Authority, who shall approve or disapprove the department head's recommendation. The Appointing Authority or a designee may decide to be involved in the initial interviews or may elect to interview only a selected number of candidates following the department head's preliminary screening of qualified candidates.

6. Once the preferred candidate is selected, the Appointing Authority or department head may inquire whether the candidate requires an accommodation to perform the job. The Employer will not classify a candidate who requires a reasonable accommodation as unqualified solely because that candidate requires such accommodation. However, if the accommodation is unreasonable, or would cause undue hardship to the Employer, the candidate may be considered unqualified.

7. The applicant shall not be required to submit to a medical examination, until the Employer has made a conditional offer of employment to the applicant (see Medical Examination policy).

8. The Employer is responsible for maintaining a record keeping system reflecting the disposition of all job applicants. Such records shall be kept on file for at least two (3) years and shall include a completed job application, medical examination data, test results, and/or other job-related information.

PERFORMANCE EVALUATIONS SECTION 3.09

A. POLICY

The City performs evaluations as applicable each year near the anniversary date of the employee's date of hire and annually thereafter. No employee, part-time and full-time, receiving a less than satisfactory performance rating shall be eligible to receive a wage increase until receiving one (1) satisfactory performance rating in either an annual or special evaluation. Maximums for Merit may be set by City Administration based on budget, merit policy or other factors.

MEDICAL EXAMINATION SECTION 3.10

A. POLICY

1. A medical examination by a licensed practitioner may be required by the Employer prior to appointment to evaluate selected job applicants' physiological and/or psychological condition as it relates to the applicants' ability to perform the essential duties of the positions for which they are applying. Examinations may include any job-related examination determined to be a pre-employment requirement.

2. For purposes of this policy, a "licensed practitioner" is a physician, psychiatrist, psychologist, or other appropriately licensed mental health professional such as a licensed professional clinical counselor or licensed independent social worker who is licensed to perform the appropriate examination.

3. All employees are required to maintain their physical fitness at a level which will permit them to efficiently perform the essential duties of their position and avoid endangering themselves or those they serve.

4. All applicants for original appointment in the police and fire departments, within 120 days prior to appointment, must pass a physical examination, given by a licensed physician, certifying that the applicant is free of cardiovascular and pulmonary diseases, and show that he or she meets the physical requirements necessary to perform the duties of a police officer or fireman, as established by the Civil Service Commission.

   The Appointing Authority or designee shall, prior to making any such appointment, file with the Ohio Police and Fire Pension Fund, a copy of the report or findings of the licensed physician (see O.R.C. 124.41 and 124.42).

B. PROCEDURE

1. When a medical examination is required, such requirement shall be included in the vacancy announcement.

2. No medical examination will be conducted until after the Employer has made the applicant a conditional offer of employment.

3. The Appointing Authority shall select the licensed practitioner to administer the examination and shall pay the cost. Applicants may obtain, with approval of the Appointing Authority, a waiver of the medical examination requirement for the following reasons:

   a. verified religious opinion or affiliation, or

   b. reinstatement within one (1) year of separation.

   Any applicant requesting to waive the examination requirement for one of the above reasons shall submit a written affidavit describing the applicant's state of health at the time of employment.

4. After hire, employees may be legally required to submit to medical examinations for certain purposes during their period of employment with the City. Such an examination is intended to ensure that the incumbents continue to be physically and mentally able to perform the duties of their position. Examples include examination to certify eligibility for Family and Medical Leave or other leaves of absence, examination to assess eligibility for Workers' Compensation, Fitness for Duty examination, examination required by Occupational Safety and Health programs, etc. A medical examination may also be required to determine an employee's ability to return to work following a medically related leave of absence.

IMMIGRATION REFORM AND CONTROL ACT SECTION 3.11

A. In accordance with the Immigration Reform and Control Act of 1986 and as a condition of employment, the Employer shall verify both the identity and the employment eligibility of all employees.

1. All employees shall be required to complete the Employee Information and Attestation information requested on Form I-9 no later than the first day of employment but not before accepting a job offer.

2. Within three (3) business days of the date employment begins, each newly hired employee shall furnish an original of one (1) of the documents listed on List A of Form I-9 to substantiate both the employee's identity and employment authorization or an original of one (1) of the documents on List B of Form I-9 to establish identity and an original of one (1) of the documents on List C of Form I-9 to establish employment authorization.

3. If the newly hired employee cannot produce the documents, the employee must produce a receipt for an application for replacement documents within three (3) days of the first day of employment. The employee must then present the replacement document within 90 days of the first day of employment.

4. Within three (3) business days after the date employment begins, the Employer must physically examine the documentation presented by the new employee and

complete the remaining portions of Form I-9. The Human Resources or designee shall ensure that each newly hired employee has properly completed the I-9 form and provided proof of identification and employment eligibility as required by this policy.

5. The Employer shall retain Form I-9 and photocopies of the supporting documentation for three (3) years after the effective date of hire or for one (1) year from the date of the employee's separation from service, whichever is later.

6. Form I-9 and copies of supporting documentation shall not be used for any purpose or provided to any department or person other than for the purpose of complying with the requirements of the Immigration Reform and Control Act.

7. If an employee's authorization to work expires, the Employer must immediately re-verify that the employee is still authorized to work, based on the employee's documentation of continuing eligibility or new authority to work. The Employer must review the document, and verify on the I-9 Form, noting the document's ID number and expiration date.

8. If an employee is rehired within three (3) years from the date their Form I-9 was previously completed, the Employer may either rely on the employee's previously executed Form I-9 or complete a new one. If the Employer chooses to rely on a previously completed Form I-9, follow these guidelines:

    a. If the employee remains employment authorized as indicated on the previous Form I-9, the employee does not need to provide any additional documentation. In the Reverification and Rehires Section of Form I-9, provide the employee's rehire date, any name changes, and sign and date the form.

    b. If the previous Form I-9 indicates that the employee's employment authorization has expired, employment authorization must be re-verified in Reverification and Rehires Section of Form I-9 in addition to providing the rehire date. If the previously executed Form I-9 is not the current version of the form, the Reverification and Rehires Section of Form I-9 must be completed on the current version of the form.

    c. If the Reverification and Rehires Section of the employee's previously completed Form I-9 was already used, but the employee is being rehired within three (3) years of the original execution of Form I-9, complete the Reverification and Rehires Section on a new Form I-9 and attach it to the previously completed form.

B. The Employer will terminate the employment of an employee who is unable or refuses to complete a Form I-9 and provide the mandated documentation establishing employment eligibility within the established timeframes.

C. The Employer will terminate the employment of an employee who becomes an unauthorized alien ineligible to work in the United States.

D. Anti-discrimination Policy: It is the intention of the Employer not to discriminate in hiring on the basis of national origin and citizenship status except as specifically provided by law. The Employer will not discriminate against any citizen or person intending to become a citizen in so far as that person has completed a declaration stating that such person intends to declare U.S. citizenship within six (6) months of eligibility for naturalization.

PROBATIONARY PERIODS — SECTION 3.12

A. POLICY

1. Each employee newly hired or promoted into a classified position shall serve a probationary period. The purpose of the probationary period is to determine the employee's suitability for the appointed position. If a probationary employee's performance does not merit continued employment, the employee may be removed at any time during the probationary period.

2. The department head and/or Appointing Authority shall use the probationary period to closely observe and evaluate the employee's performance and aptitude for the job. Likewise, the employee is encouraged to bring questions or concerns to the department head or supervisor, to enhance the employee's performance. The department head has a responsibility to recommend to the Appointing Authority the retention of those employees who meet acceptable work standards during the probationary period and to recommend removal of those employees who fail to meet such work requirements.

3. Promoted Classified Employees: Promoted classified employees shall also serve a probationary period. If a promoted employee's performance does not merit continued employment, they may be returned to their former position, or a similar position, any time during their probationary period. If the same or similar position is not vacant, the employee shall be treated as if the position to which the employee is being demoted had been abolished. In such case, the employee will be offered the appropriate displacement rights. No new probationary period is required following such a demotion. Such reduction is not disciplinary action and shall not preclude advancement to other vacant positions.

4. Probationary Period: The probationary period for non-safety forces employees is one hundred eighty (180) days. Only time during which an employee is in active pay status and performing the duties of the classification into which the employee was originally appointed shall be counted as part of the probationary period. The probationary period for police officers and firefighters is one (1) year.

5. Employees appointed to unclassified positions do not serve a formal probationary period, since they continuously serve at the pleasure of the Employer for the duration of their employment.

B. PROCEDURE

1. Dismissal or reduction of a classified employee may be made anytime during the probationary period, at the discretion of the Employer.

2. If a newly hired classified employee's performance during probation is found to be unsatisfactory, the employee shall be removed.

3. Removal of a newly hired or return of a promoted classified employee during the employee's probationary period is accomplished as follows:

   The department head or supervisor shall notify the employee in writing of the respects in which their performance was unsatisfactory. A predisciplinary conference as described in this manual is not required, although a meeting should be held to give the employee an opportunity to respond. A copy of the written notice of removal or reduction shall be filed with the Civil Service Commission.

4. Any classified employee failing a promotional probationary period may appeal through the grievance procedure outlined in this manual within five (5) days following notice of failure of probation.

5. Time on unpaid leaves of absence shall not be counted toward the completion of the probationary period.

6. The Appointing Authority does not intend to waive any right to remove an unclassified employee, at the Appointing Authority's pleasure, by adopting this policy.

DEMOTION SECTION 3.13

A. POLICY

A demotion is the transfer of an employee to a position which has a lower level of responsibility, classification, and compensation. Demotions generally result from an employee's failure to perform the duties of their position at an acceptable level or as a result of discipline. Demotions may also be voluntarily requested by an employee or result from an accommodation of a qualified employee with a disability who is no longer able to perform the essential functions of the employee's position with or without a reasonable accommodation, but can perform the essential functions of a lower classification with or without a reasonable accommodation. Demoted employees shall always be assigned to the appropriate pay range assigned to their new classification. The exact pay rate shall be determined by the Appointing Authority or designee, but such rate shall never exceed the amount the employee was receiving in the classification from which they were demoted.

B. PROCEDURE

Employees who desire to be considered for a posted vacancy in a lower classification shall follow the established application process submit it to the Appointing Authority or designee within the posting period.

LAYOFF SECTION 3.14

A. POLICY

1. General Policy: Layoffs or job abolishment of classified employees shall comply with O.R.C. Sections 124.321 - 124.328 and 124.37. If it becomes necessary to reduce staffing levels of classified employees, the Appointing Authority shall lay off employees in compliance with O.R.C. Section 124.321 – 123.328 and 124.37. The O.R.C. explains the rules for layoffs; however, the City's Civil Service Commission Rules and Regulations may provide additional detailed information regarding the process. Layoffs shall only occur when one of the following reasons can be demonstrated:

   a. lack of work;

   b. lack of funds;

   c. reasons of economy.

2. Definitions: The following definitions shall be applied to the procedures set forth in this policy:

   a. Lack of Funds: means that there is a current or projected deficiency in funding to maintain current, or to sustain projected, levels of staffing and operations.

   b. Lack of Work: means that there is a current or projected temporary decrease in the workload, expected to last less than one (1) year which requires a reduction of current or projected staffing levels.

   c. Job Abolishment: means the deletion of a position or positions from the organization or structure of an Appointing Authority for reasons of reorganization for efficiency, reasons of economy, and/or lack of work.

   d. Layoff: means a suspension of employment, expected to last less then twelve months, due to either a lack of work or a lack of funds or reasons of economy.

RESIGNATION / REFERENCES SECTION 3.15

A. POLICY

1. Employees may voluntarily resign by submitting a written letter of resignation to their immediate supervisor. The resignation notice should be forwarded to the HR Director for processing exit. Department heads shall give such notice at least four (4) weeks in advance and all other employees at least two (2) weeks in advance of the effective date of separation. Failure to give proper, timely notification shall render the employee ineligible for future re-employment with the City of Norwood.

2. Only the Appointing Authority or designee may respond to requests for employment references regarding former or current employees. In addition, it is the City's policy to provide only the following information:

   a. employment dates;

   b. employee's classification;

   c. beginning and ending pay rates;

3. Upon termination of City employment, the employee is responsible to return all City property to their supervisor.

B. PROCEDURE

1. Letters of resignation shall be submitted to the immediate supervisor and contain the following information:

   a. a statement indicating the employee's intention to resign;

   b. the date of the letter;

   c. the effective date of resignation;

   d. the reason for resignation (optional);

   e. the employee's signature.

2. The supervisor shall forward the letter of resignation to the department head immediately upon receipt, who shall, in turn, notify the Appointing Authority and HR office.

3. The Human Resources Director shall offer the resigning employee exit interview with the options of written or verbal exit interview. The exit interview is for the purpose of:

   a. Discovering any unknown grievances or problems relating to the resigning employee's employment;

b. Determine all compensation and benefits owed;

c. Determine the resigning employee's availability for future employment (if applicable); and

d. Review benefits, questions and other related information.

4. Upon termination of employment, employees receive compensation at the current rate of pay for all accrued vacation leave and unused compensatory time or based on union contracts.

NEW HIRE REPORTING SECTION 3.16

A. POLICY

1. Generally: In accordance with O.R.C. 3121.89-3121.8911, the Employer shall report certain information about employees who are newly hired, rehired, or who return to work after a separation of employment. This information will be used by the Ohio Department of Jobs and Family Services (ODJFS) to help locate parents who owe child support, to make adjustments in public assistance benefits, and to identify persons who are fraudulently receiving benefits. In addition, new hire reporting information is available to other state agencies to help detect and prevent erroneous unemployment or workers' compensation payments.

2. Employee Definition: The statute defines employee as any individual who is employed to provide services to an Employer for compensation and includes an individual who provides services to an Employer under a contract as an independent contractor and who is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

3. Deadline: Information regarding newly hired, rehired, or returning employees shall be submitted within 20 days of the hire or rehire date.

B. PROCEDURE

1. There are a variety of ways to report new hires, including online reporting, electronic reporting, and by mail or fax. These options for reporting are discussed in detail on the Ohio New Hire Reporting Center's website.

2. If the Employer prefers to submit the Ohio New Hire Reporting Form by mail or fax the Employer shall complete and forward the form to the address or fax number contained in the top left-hand corner of the form. A copy of this form is included in this manual or can be obtained from the above listed website.

3. For questions or technical assistance regarding the new hire reporting process Employers can contact the Ohio New Hire Reporting Center.

NEPOTISM SECTION 3.17

In order to prevent the appearance of impropriety and any conflicts of interest from developing, the City of Norwood will employ, or consider for employment, related individuals subject to the following limitations:

1. Related individuals are not permitted to have supervisory and/or disciplinary authority over one another.

2. Related individuals shall not audit or review the work of one another as part of their job duties.

An employee is not permitted to work in a position where his supervisor, or any person above him in the established chain of command, is a relative. Should a promotion, transfer, or marriage create such a relationship, one of the affected employees will be transferred, if possible, be asked to resign, or separated from employment. Every effort will be made to seek an accommodation through transfer prior to requesting an employee's resignation or separating an employee from employment.

No person in the employ of the City, prior to the adoption of this policy, will be retroactively affected. If, however, two (2) employees of the City marry subsequent to the adoption of this policy, all of its requirements shall be applicable to them.

For the purposes of this policy, the terms "related individuals" and "relatives" include: spouse, child/step-child, son-in-law, daughter-in-law, parent, sibling/step-sibling, uncle, aunt, nephew, niece, grandparent, grandchild, or any other person related by blood or marriage and residing in the employee's household.

Further, this policy's application is intended for the administrative operations of the City. Persons are not barred or precluded from employment with the City based on a relationship with a member of the City's legislative body.

COMPENSATION SECTION 4.01

A. POLICY

1. Generally: The compensation practices of the Employer shall comply with sound personnel management principles and practices and be in accordance with applicable laws and regulations.

2. Bargaining Unit Employees: Bargaining unit employees shall be compensated according to the provisions in the applicable collective bargaining agreement.

3. Non-bargaining Unit Employees: Non-bargaining unit employees shall be compensated according to the set salary ranges established by City Council ordinance and provided for within the approved annual budget. The Appointing Authority has the right and ability to give raises, up to a maximum of a 10% increase in a 12-month time period, within the Council-approved salary ranges if the new salary is accounted for within the current annual budget.

B. PROCEDURE

.All changes in pay will be submitted according to appropriate procedures established by HR and Auditors office.

PAY PERIODS / PAYCHECKS SECTION 4.02

A. POLICY

1. The City payroll is based on a two (2) week work period which begins on a Sunday and ends on a Saturday. There are normally twenty-six (26) pay periods per year, each consisting of two (2) weeks. The biweekly pay period begins at 12:01 a.m. Sunday and ends at 12:00 p.m. the second succeeding Saturday.

2. Payday shall be the first (1^{st}) Friday following the end of each two (2) week pay period. If a payday occurs on a holiday, pay will be issued on the preceding day, except under extenuating circumstances, in which case pay will be issued on the next following workday.

3. Employees are expected to participate in direct deposit to a financial institution.

4. For those employees who still receive a paycheck or paystub, paychecks are distributed by the Auditor’s office though HRIS system every payday. Only an employee may obtain the employee’s paycheck or information related to the paycheck.

WORK SCHEDULING SECTION 4.03

A. POLICY

1. The Appointing Authority shall establish the standard workday, workweek, and starting and quitting times for each department under the Appointing Authority's authority in consideration of current and anticipated workload, public service needs and other factors. No established schedule shall be construed as a guarantee of work hours or as a restriction on the Appointing Authority's right to restructure the workday or workweek.

2. The regular work week for all full-time employees shall be forty (40) hours. Part-time employees shall work as determined by the department head.

3. The Employer may utilize "time off" or flexible hours in order to avoid employees working in excess of the standard workday or workweek or when dictated by the department's work load.

4. Employees may request variations to their regular schedule through their department head, who will evaluate the feasibility of the request based on departmental needs. Any permanent schedule change must receive final approval from the Appointing authority.5. This section is subject to the terms of any applicable collective bargaining agreement. Subject to the discretion of the department head and the provisions of applicable collective bargaining agreements, employees may be authorized to take break periods each full working day. Such breaks shall never interfere with the proper performance of the employee's work responsibilities.

TIME RECORDS SECTION 4.04

A. POLICY

All employees are required to record all hours worked for the Employer, including all times the employee starts work and stops work each workday. Each employee is responsible to complete his/her own time sheet and approve where indicated. The employee's supervisor must also approve and sign where indicated. Once submitted, the employee's immediate supervisor must review and approve the time entry in the HRIS system.

Time cards must be submitted to by Monday at 10:00 a.m. following the end of the work period. Each department head may establish his/her due date for completed time cards so that each department head can review and submit timely .

If an employee has used sick leave, used vacation, used a personal day, used compensatory time, earned overtime, earned compensatory time, or any other special uses or earnings or time, the proper documentation needs to also be submitted. Failure to adhere to the reporting procedures adopted by the department head may result in delay of payment for the hours of work in question and disciplinary action.

B. PROCEDURE

1. Nonexempt employees are responsible to sign/ clock in each time they start work and sign out each time they stop work. Employees shall also sign out and in for their lunch break unless approved otherwise.

2. Employees shall only sign/ approve their own time card. An employee who completes another employee's time sheet shall be subject to discipline.

3. Misrepresentation of time worked, the altering of any time record or allowing a time record to be altered by others shall result in discipline.

4. Non- exempt employees must document all time spent working.

C. EXEMPT EMPLOYEES

1. Salaried employees determined to be exempt from the overtime requirements of the FLSA shall not be eligible for overtime pay as defined in the FLSA. Such employees shall not receive a reduction in pay for absences of less than one (1) day. Such employees are, however, required to follow the procedures for requesting paid leave hereunder, and all pre-scheduled vacation and sick leave of one (1) day or more shall be deducted from the employee's accumulated sick leave or vacation leave balances.

2. Public Accountability: For purposes of public accountability, exempt employees may be required to maintain a record of the hours they work and any paid leave utilized.

STARTING / LUNCH / QUITTING TIMES — SECTION 4.05

A. POLICY

1. Nonexempt employees are not permitted to begin work or clock in before their scheduled start time, or to continue working or clock out after their scheduled end time, without prior approval from their supervisor—except in emergency situations where advance approval is not possible. Time entries will be rounded in accordance with the City's time clock policy: clock-ins up to 10 minutes before the scheduled start time and clock-outs up to 8 minutes after the scheduled end time will be rounded to the scheduled start and end times, respectively, in compliance with applicable wage and hour laws.

2. Nonexempt employees shall be provided a lunch period each workday as determined by the department head. The lunch period is to be a non-work period of time during which employees are free to pursue their own personal activities. Employees who choose or are required to remain at their work location are not to perform work assignments during this period, and will not be compensated for such period, unless approved in advance by the department head.

The Appointing Authority has the discretion to authorize paid lunch to nonexempt employees.

OVERTIME SECTION 4.06

A. POLICY

1. Any employee may be required to work in excess of the normal workday or workweek schedule to fulfill the operational demands of the department. When FLSA non-exempt employees are required to work more than forty (40) hours in any workweek, they shall receive compensation of one and one half (1½) times their regular hourly rate for each hour worked in excess of forty (40) hours per week. Overtime work shall be avoided so far as possible, but may be required by the department head in the interest of the efficient operation of such department. If overtime work is required, a nonexempt employee, as defined by the Federal Fair Labor Standards Act (FLSA), shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate or shall receive compensatory time off at a rate of one and one-half (1½) hours for each hour of overtime worked.

2. The standard workweek for employees will be seven (7) consecutive days, beginning Sunday 12:00 a.m. (midnight) and continuing through Saturday 11:59:59 p.m. Eligibility for overtime shall be based upon all hours worked in the normal workweek. For purposes of overtime, hours worked shall not include prescheduled vacation, prescheduled personal days, compensatory time, bereavement leave, and sick leave.

3. When a FLSA non-exempt employee incurs an overnight stay on City business, time spent traveling and time spent overnight on official City business shall not be considered time worked for purposes of calculating overtime, except to the extent such time coincides with the employee’s normal working hours or to the extent the employee is doing actual work (i.e., driving a vehicle, attending meetings).

4. Hours spent by FLSA non-exempt employees at lectures, meetings, training programs and similar activities designed to assist the employee in performing the employee’s current job more effectively, are counted as working time for purposes of determining eligibility for overtime if such training is required or authorized by the Employer.

   However, attendance outside of regular working hours at specialized or follow-up training which is required by law for required certification does not constitute compensable hours of work even if all or part of the cost of the training is paid by the Employer. Likewise, any training courses designed to prepare an employee for advancement to another position shall not be considered compensable hours of work provided the following criteria are met:

   a. Attendance is outside the employee’s regular working hours;

   b. Attendance is voluntary;

c. The employee does not perform any productive work while attending the training program.

5. Normally, overtime must be authorized by the department head or designee in advance of the overtime being worked. However, unusual or emergency circumstances (i.e., emergency call-outs) may require employees to work overtime without having prior authorization of the department head. Whenever such circumstances occur the department head shall be notified by the next scheduled workday. Compensation for overtime worked in unusual or emergency instances shall be determined by the department head.

6. Scheduled overtime which is subsequently cancelled for any reason shall not entitle the employee to overtime compensation.

7. Overtime pay shall normally be paid to the employee on the same date the employee is paid for the regular hours worked in the same pay period. If the calculation of the overtime hours cannot reasonably be calculated within this time frame, such overtime shall be paid with the next regular pay.

COMPENSATORY TIME SECTION 4.07

A. POLICY

1. The decision of whether the employee is given compensatory time off or actual compensation shall be by agreement between the Employer and employee prior to the overtime hours. Nonexempt, employees may request to accrue compensatory time in lieu of receiving cash payment for overtime worked, at the rate of one and one-half (1½) hours off for each hour of overtime worked. The maximum compensatory time which may be accrued by any affected employee shall be 40 hours banked.

2. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation for any additional overtime hours of work. An employee shall utilize the compensatory time allowed by the end of each calendar year. If it is impossible for the compensatory time to be used during that period of time, the individual shall be paid at their regular scheduled rate for the compensatory time that is not utilized.

3. The department head may schedule an employee to compensatory time off at the department head's discretion.

4. Compensatory time off shall be taken in minimum increments of one (1) hours unless otherwise approved for employees by Department Heads.

5. An employee shall be permitted to use accrued compensatory time within a reasonable period, provided that the time off would be mutually agreeable between the Appointing Authority or designee and the employee

6. Payment for accrued compensatory time, upon termination of employment, shall be calculated at the final hourly rate received by the employee.

B. PROCEDURE

1. Employees may request to accrue compensatory time in lieu of receiving cash payment by proper notation on the employee's time sheet or time card, and will be considered as submitted for approval by the department head.

2. Employees shall request compensatory time in the HRIS system.

INCLEMENT WEATHER SECTION 4.08

On certain days it may be difficult or impossible for a scheduled employee to come into work due to excessive snow, ice, or other inclement weather. If Employer offices remain open, employees are to make every effort to report to work. If the Appointing Authority determines that inclement weather conditions exist, the following policy will be applied.

A. Scheduled employees, able to come to work, shall be paid their regular wage for actual time worked. Employees, unable to come to work, may use accrued vacation leave or personal days, if available, or, if unavailable, may receive an excused day off without pay, if the employee follows the notification of absence policy applicable to the employee's department.

B. Certain employees are to come to work regardless of weather conditions (i.e., safety, maintenance, snow removal personnel, etc.). When weather conditions are extremely severe, such employees should contact their supervisor and, where possible, arrangements may be made to pick them up at their homes.

LONGEVITY SECTION 4.09

All full-time personnel completing five years of service shall be eligible for additional pay in form of longevity. Employees completing the following years of service will receive:

- 5 years: $450.00
- 6-13 years: $450.00 plus additional $30.00 per year of service over 5
- 14-24 years: $450.00 plus additional $40.00 per year of service over 13
- 25 +: $450.00 plus additional $50.00 per year of service over 24

All Longevity payment will be made on or around December 1st each year.

This policy will take effect on January 1, 2027 and first payments under this policy will be made in December of 2027.

SICK LEAVE — SECTION 5.01

A. POLICY

1. Accrual: 1. Accrual of Sick Leave
Full-time employees are eligible and accrue sick leave at a rate of 4.6 hours for every 80 hours in active pay status. Salaried employees accrue sick leave based on a standard 40-hour workweek. Employees working fewer than 80 hours in a pay period will earn a proportional amount. Sick leave may be accumulated without limit. Part-time and seasonal employees are not eligible for accruals of PTO

2. Crediting Prior Public Service
Employees joining the City from another public agency or transferring between City departments may have previously accrued sick leave reinstated, provided:
- The break in service does not exceed 10 years.
- The sick leave was not paid out at separation per ORC 124.39.

"Public agency" refers only to entities required by ordinance 57-2022 to offer sick leave. Sick leave from private or exempt organizations is not eligible for transfer. Any previously granted sick leave credit remains valid. Transferred leave will be used on a "first in, first out" basis and is not eligible for cash-out.

If a former employee removed due to a felony conviction is rehired, they will begin sick leave accrual as if they are a new hire, with no credit for prior service.

3. Usage: Eligible Uses
Sick leave may be used with approval by Department head or designee for the following:
- Personal illness, injury, pregnancy-related conditions, or exposure to contagious disease;
- Care for an immediate family member with illness, injury, or pregnancy-related condition when the employee's presence is reasonably required;
- Medical, dental, vision, or mental health appointments for the employee or their immediate family, when the appointment cannot reasonably be scheduled outside work hours.

4. Immediate Family: Immediate family includes: spouse, child, parent, sibling, grandparent, grandchild, in-laws (parent, sibling, grandparent), step-relatives (parent, sibling, grandparent, child, grand child), legal guardians, or any person standing in the place of a parent.

5. Sick Leave Charging and Pay:
Sick leave is paid at the employee's regular rate and may not exceed their normal scheduled hours. Leave must be used in one-hour minimum increments. Overpayment for denied sick leave will be deducted from the employee's next paycheck.

6. Documentation and Approval
Verification Requirements:
Employees may be required to provide documentation to Human Resources for any sick leave exceeding three consecutive workdays. A healthcare provider's certification if medical care was involved may be required. All required documentation must be submitted in a timely manner but no later than the Monday following close of the pay period week.
Sick leave requests may be denied if:
- The employee fails to follow appropriate request procedures;
- Required documentation is not submitted on time;
- There is evidence of misuse (e.g., inconsistent behavior, falsification, repeated use before/after weekends or holidays);
- The employee engages in outside employment or activities inconsistent with their stated illness/injury.

These issues may also result in disciplinary action, up to and including termination.

7. Sick Leave Misuse
Using sick leave under false pretenses or through dishonest means and patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off, and/or weekends or the excessive use of sick leave will result in denial of the leave and potential disciplinary action. Employees are generally expected to remain at home or in a medical facility while on sick leave, unless attending medical appointments or approved related activities.

8. Sick Time Conversion**-** Eligible Employees may convert accrued sick leave to vacation time subject to the terms and provisions set forth below:
a) The time conversion factor is three (3) to one (1). A maximum of one hundred and forty-four (144) hours of sick time may be converted to forty- eight (48) hours of vacation time in any given calendar year for full time employees.
b) The minimum number of hours that may be converted is twenty-four (24) hours of sick time to eight (8) hours of vacation time in any given calendar year for full time employees.
c) The converted sick time is not eligible for vacation payout and is forfeited if not used at end of each calendar year if the converted time is in excess of the of carry over allowance.
d) Employees must have a minimum number of sick hours available after conversion. Full-time employees are required to maintain two hundred and forty (240) hours.
e) Employee must have less than two hundred (200) hours of vacation time available to be eligible for sick leave conversion.
f) Conversion request can occur from January 1st to October 31st.
g) All conversion requests should be approved by Department Head and HR with use of the established processes.

Requests are to be made a minimum of two weeks before use of the converted time. Exceptions resulting from extenuating circumstances may be approved by the Appointing Authority, upon recommendation of the Department Head

B. PROCEDURE

1. Sick Leave Procedure

1. **Notification Requirements**
   Employees must notify their immediate supervisor as soon as possible when requesting sick leave for a *scheduled* medical appointment. For *unscheduled* absences, the employee must notify the department head or designee of the absence and the reason no later than one hour before the scheduled start time.
   Certain departments may require earlier notice to ensure adequate coverage. This notification must be repeated *each day* the employee is absent, unless otherwise directed by the department head.
2. **Submitting a Sick Leave Request**
   After notifying the supervisor, the employee must submit a sick leave request through the City's HRIS system for manager review and approval unless directed otherwise.
3. **Medical Documentation Requirements**
   A Medical Practitioner's Statement is required:
   - When the absence exceeds three (3) consecutive workdays if requested by department head, or
   - When there is a pattern of frequent, excessive or questionable sick leave use. The statement must include the nature and date of the illness or injury, and the expected return-to-work date. All FMLA-related absences will be managed in compliance with FMLA regulations.
   - Requested medical statements should be turned into the HR Department to ensure confidentiality of medical information.
4. **Extended Medical Leave**
   If the employee cannot return to work by the date specified in the original medical statement, an updated Medical Practitioner's Statement must be submitted indicating the new anticipated return date and continued inability to perform job duties to the HR department and next appropriate related steps will be initiated as needed.
5. **Department Review and Approval**
   The department head will review typical sick leave request (via HRIS or using other request requirements). They will recommend approval or denial, document the decision.
6. **Denial and Disciplinary Action**
   If a sick leave request is denied, the department head must notify the employee of the reason. If the absence is not excused, the employee may be subject to disciplinary action for being absent without approved leave.

RETIREMENT SICK LEAVE CONVERSION SECTION 5.02

A. POLICY

1. Each employee of the City with ten (10) or more years of service shall, at the time of his or her retirement, receive a payment for twenty-five percent (25) of unused

sick leave based on the employee's accrued but unused sick leave at retirement, up to a maximum of 120 days, which is equal to 960 hours. Payments authorized by this subsection shall be made from the appropriate fund. Prior to the employee's date of retirement, the employee shall not use accrued sick leave for purposes other than stated in Section 5.01 nor be permitted to run down his/her sick leave balance if not for a purpose as stated in Section 5.01.

2. As used in this policy, "retirement" shall mean disability or service retirement under any state retirement system applicable to the employee. Payment shall be based on the employee's base rate of pay at the time of retirement.

3. Payment under this policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment.

4. Payment of accrued but unused sick leave will be made to the beneficiaries of a deceased employee who would have qualified for the sick leave conversion benefits as described herein, in compliance with O.R.C. Section 2113.04.

5. Payment in Lieu of Leave: No cash payments to employees shall be made in lieu of unused sick leave, except when an employee is permanently separated from employment and in special circumstances when the Employer and/or the Council determines that it would be in the best interest of the City. No such payment shall be made to an employee dismissed for cause.

B. PROCEDURE

1. Employees eligible to receive the retirement conversion payment hereunder shall, upon retirement from active service under OPERS or OPFPF, see their department head to complete the required request form.

2. Payment to eligible employees shall be made based on the employee's hourly rate of pay at the time of retirement and the documented hours of unused sick leave reflected in the records maintained by the City. Salaried employees shall be compensated based upon an eight (8) hour workday and a work year of 2,080 hours.

VACATION SECTION 5.03

A. POLICY

1. Full-time employees, after completion of ~~one (1) full year~~ six months of service as a full-time employee, shall have earned ~~eighty (80)~~ forty (40) hours of vacation with full pay, which will be credited to the employee on that date. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over twenty-six (26) biweekly pays at the following annual rates:

Completed Years of Service	Credit Earned per 80 Hours Worked	Vacation Credit Earned for Yearly Hours
at 6 months	3.1	40

1 Year thru less than 5Years	3.1	80
5 Years thru less than 10 Years	4.6	120
10 years to 15years	5.5	144
15 Years thru less than 20 Years	6.2	160
20+ Years	7.7	200

A full-time employee has earned and is entitled to be credited with forty (40) hours of vacation leave upon the completion of eight (8), fifteen (15), or twenty-five (25) years of service, in addition to the amount of vacation leave already accrued on a biweekly basis during each of those years.

An employee that is not in active pay status for a portion of a biweekly pay period shall earn a prorated amount of vacation leave for that period. Vacation credits are not earned while an employee is in a non-paid status (i.e., disability leave, absence without leave, disciplinary suspension, etc.) unless required by law.

Part-time employees and other non-fulltime employee statuses are not eligible for vacation.

Employees may use time as accrued with appropriate request and approval

The City may grant additional paid time off (PTO) or enhanced accrual rates beyond the standard schedule to attract and retain qualified personnel. The following factors may be considered when determining eligibility for additional adjusted accrual rates:

a. Relevant prior public sector or private sector experience
b. Length of service in a similar role or classification
c. Specialized certifications, licenses, or training
d. Recruitment challenges or market competitiveness
e. Internal equity among similarly situated employees
f. Other job-related factors deemed appropriate by the appointing authority

Approval by the appointing authority is required.

2. <u>Eligibility</u>:

a. Full-time employees shall be entitled to utilize vacation leave as it is accrued consistent with the policies and procedures outlined herein

b. In accordance with Ohio R.C. 9.44, full-time employees hired before July 5, 1987, shall have years of service including prior public service with other political entities. Full-time employees hired after July 5, 1987, shall have years of service including only the employee's prior service with the City.

Notwithstanding the above, any person removed for conviction of a felony "within the meaning of R.C. 124.34" who is subsequently re-employed by the City is only qualified to accrue vacation as if the individual was a new employee receiving no prior service credit.

3. Scheduling and Approval:

   a. Vacation scheduling is subject to the approval of the department head and the operational needs of the City. The department head shall determine the number of employees that may be on vacation leave at the same time.

   b. Vacation leave will be taken in a minimum of one- hour increments unless the department head/Appointing Authority approves a lesser number of time in advance. Employees earning two (2) weeks or more of vacation annually are recommended, but not required, to take vacation in a forty (40) hour increment at least once each calendar year.

   c. Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at time of separation. To be eligible, the employee must have given two (2) weeks' notice.

   d. Request for vacation should be made in advance in normal circumstances a minimum of 14 days prior. Department policy and procedures related to request and approvals apply as each department has varying needs and shifts. Department heads will notify employees of applicable policies and procedures. Vacations will be granted typically on a first come first serve basis and will take into consideration such items as employee's seniority, operation and department needs.

4. Carryover and Payment for Unused Vacation Leave:

   a. Upon separation from the City an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to the accrual for three years. In the event of the death of an employee, the unused vacation balance shall be paid to the employee's estate.

   b. Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. In special and meritorious cases, the Employer may permit an employee to carry over earned vacation leave for a period not to exceed three (3) years from the employee's anniversary date. An employee's vacation time will stop accruing once they have accumulated three (3) years' worth of credit.

   c. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

   d. New employees with less than-One-year-of service with the City will not be entitled to payment for any earned but unused vacation credit at the time of separation from City service. New hires may accrue and be approved to use time at higher accrual rates based on years of previous experience elsewhere but payout not permitted unless Service with Norwood is a year of service or more.

B. PROCEDURE

1. Employees shall request vacation leave following the guidelines outlined in subsection 4 above.

2. The request for vacation shall be submitted to the department head in the HRIS system who shall approve or disapprove the request based on its timeliness and the operational requirements of the department

HOLIDAYS SECTION 5.04

A. POLICY

1. Full-time employees shall be paid for the holiday hereinafter set forth, but shall not be required to work on such holidays, unless, in the opinion of the employee's responsible administrative superior, failure to work on such holidays would impair the public service. All employees who are required to work by their Supervisors shall receive regular pay in addition to the holiday pay for the services rendered.

2. Holidays: All eligible employees are entitled to the following holidays:

   a. New Year's Day (January 1)
   b. Martin Luther King Day
   c. President's Day
   d. Memorial Day (on day observed)
   e. Independence Day (July 4)
   f. Labor Day (first Monday in September)
   g. Veterans' Day (November 11)
   h. Thanksgiving Day (fourth Thursday in November)
   i. Day after Thanksgiving
   j. Christmas Eve (December 24)
   k. Christmas Day (December 25)
   l. New Year's Eve (December 31)

   The Mayor may declare, on occasion, additional holidays. If any of such holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. If any of such holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday

3. Holiday Pay: Holiday pay shall be an employee's regular hourly rate of pay times the employee's normal daily work hours up to eight (8) hours.

4. Work on Holiday: Any eligible employee required to work on a day of holiday observance shall be paid for all hours actually worked at one and one-half (1½) times the employee's applicable rate, plus holiday pay.

5. Employees on Paid Leave: If a holiday occurs while an employee is on sick leave or vacation leave, the holiday will not be charged against the employee's sick, injury or vacation leave balance.

6. Part-time Employees: Whether or not a part-time, temporary, or seasonal employee receives Holiday pay shall be determined on a position-by-position basis. Part-time employees not receiving Holiday pay may flex their schedule around Holidays.

PERSONAL LEAVE SECTION 5.05

A. POLICY

Full-time non-bargaining employees of the City of Norwood are entitled to receive two (2) days of personal leave each year. Personal leave days are to be taken in the year that they are earned and are lost if not used.

An employee who joins the City of Norwood during any given year will be credited with a prorated amount of personal leave during the initial year of employment in the following manner:

Month of Beginning Employment	Amount of Personal Leave
January 1 – April 30	Two (2) Days
May 1 – August 31	One (1) Day
September 1 – December 31	None

BEREAVEMENT LEAVE SECTION 5.06

A. POLICY

1. The City of Norwood employees may have up to three (3) days paid leave to attend the funeral of the employee's immediate family or accomplish matters related to funeral and/ or bereavement. Additional days may be granted by the Appointing Authority if deemed necessary. Days used for bereavement leave shall not be charged against accrued sick leave.

2. Immediate family, for purposes of bereavement leave, is defined as grandparents, brother, sister, brother-in-law, sister-in-law, son, daughter, son-in-law, daughter-in-law, father, mother, father-in-law, mother-in-law, spouse, grandchild, and legal guardian.

   In special circumstances, additions may be approved within the relative definition by the Appointing Authority. This does not guarantee approval but consideration. Additional documentation may be required.

B. PROCEDURE

1. Usage: Bereavement leave may be used to attend the funeral, make arrangements, or attend to other matters directly related to the bereavement. Bereavement leave shall not be charged against accrued sick leave. Bereavement leave shall not be granted for any days following the funeral unless approved by the Appointing Authority.

2. An employee requesting bereavement/ funeral leave must submit in writing or HRIS (if available) to their department head. which will then be approved or denied by the Department Head as appropriate.

CIVIL LEAVE SECTION 5.07

A. POLICY

1. Eligibility: All City employees shall be entitled to paid leave when subpoenaed for a court appearance or jury duty by the United States, the State of Ohio or any political subdivision during regular working hours, unless such court appearance is in connection with the employee's personal business (e.g., traffic court, divorce proceedings, etc.). This section shall not apply to employees who appear in court as part of their employment, with such appearances compensated as hours worked.

2. Return to Work: An employee released from court or jury duty prior to the end of one-half (½) of the employee's scheduled workday shall report for the remaining hours of work.

B. PROCEDURE

Employees shall request the leave time as needed, and attach thereto a copy of the subpoena or other evidence of appearance and submit to their supervisor as soon as possible after receipt of the subpoena. Failure to comply with this notice requirement may result in non-payment of civil leave pay.

MILITARY LEAVE SECTION 5.08

A. POLICY

1. Military leave is a complex issue governed by both federal (The Uniformed Services Employment and Reemployment Rights Act, or USERRA) and state law. Employees should contact the Appointing Authority or designee regarding military leave and reinstatement.

   Permanent public employees receive paid leave in accordance with R.C. 5923.05, as amended.

2. Request for Leave: Employees are required to submit to the Employer a copy of the published orders authorizing the military duty or a written statement from the appropriate military commander authorizing such duty.

B. PROCEDURE

Employees are required to submit to their department head a copy of their military orders and a completed Request for Leave of Absence in writing the anticipated duration of the military leave. These should be placed in the employee's personnel file in the HR department.

FAMILY AND MEDICAL LEAVE SECTION 5.09

A. POLICY

1. It is the policy of the City of Norwood that employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993 (FMLA). All processes and procedures related to FML will be managed by the Human Resource Department.

2. Definition: Family and Medical Leave (FML) is a leave of absence, taken for specified medical reasons, during which the Employer shall maintain the employee's health insurance in the same manner as if the employee remained in active pay status. During the leave, however, employees must continue to pay their share of the premium.

3. Eligible Employees: Employees who have been employed for a total of at least 12 months and who have completed at least 1,250 hours of actual service with the City during the previous 12-month period will be eligible for FML.

4. Employees Not Covered: The following employees are not entitled to FML: elected officials; personal staff of elected officials; unclassified, policy-making appointees; immediate legal advisors to elected officials; unclassified employees of City Council; independent contractors; etc.

5. Entitlement to Leave: Eligible employees will be entitled to a total of 12 workweeks of FML during a rolling 12-month period measured backward from the date on which an employee uses Family and Medical Leave. Employees may take the leave for any of the following reasons:

   a. Birth of a child of the employee and to care for a newborn child;

   b. Placement of a child with the employee by way of adoption or foster care;

   c. To care for the spouse, child, parent or one who stood in place of a parent of the employee, if that person has a serious health condition; or

   d. Because of serious health conditions that make the employee unable to perform any of the essential functions of the employee's job, including a workers' compensation qualifying injury; or

   e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

6. An eligible employee may be permitted a total of 26 workweeks of unpaid leave during the 12-month period measured forward from the first date the employee

uses Family and Medical Leave in order to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. However, when Family and Medical Leave is used for this reason and one (1) or more of the reasons listed in "3" above, the eligible employee will be entitled to a maximum combined total of 26 workweeks of leave.

7. Use of Paid Leave: Employees are required to use all paid leave (i.e., accrued vacation, holidays, compensatory time, personal leave, sick leave, etc.), prior to entering non-paid status while on FML. PTO runs concurrently with FML. The combined period of leave, including paid and unpaid leave, shall not exceed the total of 12 or 26 workweeks during the leave year defined herein.

8. Further Unpaid Leave of Absence: In the event of the continuation, reoccurrence or onset of a serious health condition after the employee has exhausted the 12 workweeks of leave, the employee may request an unpaid leave of absence in accordance with this manual.

9. The Employer will require the employee to provide appropriate certification in order to support a leave request because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness.

10. Husband and Wife: In a case in which a husband and wife, both employed by the City, request leave due to the birth or placement of a child (see A.4.), the total number of workweeks of FML to which both employees are entitled shall be limited to a combined total of 12 workweeks during any 12- month period.

11. Intermittent/Reduced Leave Schedule: Leave due to the serious health condition of the employee or the employee's spouse, child, or parent, or to care for a covered servicemember with a serious illness or injury, can be taken intermittently or on a reduced leave schedule when medically necessary. In all other cases, it may only be taken with permission of the Appointing Authority. The Appointing Authority may require an employee taking leave in this manner for planned medical treatments to transfer temporarily to an alternative position which has equivalent pay and benefits and better accommodates the recurring periods of leave. Leave due to a qualifying exigency may also be taken on an intermittent or reduced leave schedule basis.

    FML due to the birth or placement with the employee of a child shall not be taken on an intermittent or reduced leave schedule which would reduce the usual number of hours per workweek or per workday.

12. Seniority: An employee granted FML will continue to accrue seniority during FML.

13. Reinstatement: When an employee returns from FML, he/she will be restored to the position held by the employee when the leave began or a similar position of equivalent pay and benefits. Where the employee is returning from unpaid leave, the Employer may require that the employee's physician certify that the employee

is able to resume work as a condition of return to employment, when the leave is due to the employee's own serious health condition.

14. Failure to Return:

a. If the employee fails to return from the leave, the employee shall reimburse the City for the total insurance premium paid by the City during any time the employee was on an unpaid leave of absence, unless the failure to return is due to:

(1) Continuation, recurrence or onset of a serious health condition; or

(2) Other circumstances beyond the employee's control.

In such a case, the Employer may require medical certification. If an employee fails to provide certification or an adequate excuse, the employee shall be liable for the total insurance premium paid by the City.

b. If an employee does not report to work or request and receive further approved leave after the applicable FML expires, the employee will be absent without leave and may be subject to disciplinary action.

15. Records: The Employer or FML vendor shall maintain the following records for three (3) years:

- Employee wage records;
- Dates of FML taken (including paid leave taken);
- Hours of FML if intermittent or reduced leave is taken;
- Copies of all notices given to employees;
- Copies of all documents describing benefits, policies and practices affecting FML;
- Copies of employee requests for FML;
- Records of the Employer's and employee's health insurance payments;
- Records of any disputes between the Employer and employee over designation of FML.

Records of medical certification of employees or their family members shall be kept confidential as they are "confidential medical records" under the law.

16. Family and Medical Leave Definitions:

a. Spouse: Refers to an individual to whom the employee is legally married under the laws of any state, U.S. territory, or foreign jurisdiction that recognizes the marriage. The term does not include individuals in domestic partnerships, civil unions, or other relationships not recognized as legal marriages under applicable law, unless otherwise specified by City policy or applicable law. b. Parent: The biological parent or person standing in place of a parent to the employee when the employee was a child. “In-laws” are not included.

c. Child: A biological, adopted, foster, or step child; a legal ward; or a child of an employee who is standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

d. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which involves a period of incapacity or treatment that requires absence from employment for more than three (3) calendar days and involves care by a health care provider. “Serious health condition” also includes continuing treatment of chronic or long-term incurable conditions and prenatal care.

e. Continuing Treatment: Continuing treatment by a health care provider which includes at least one of the following:

(1) a period of incapacity for more than three (3) consecutive days which requires subsequent treatment relating to that condition on two (2) or more occasions or on one (1) occasion which results in a regimen of continuing treatment;

(2) incapacity due to pregnancy;

(3) a period of incapacity or treatment due to a chronic serious health condition, which may be episodic but includes periodic visits to health care provider and continues over an extended period of time;

(4) any period of incapacity which is permanent or long term, due to a condition for which treatment may not be effective;

(5) any period of absence due to receiving multiple treatments, e.g., after surgery, accident or for a condition which, if left untreated, would result in absence of three (3) consecutive days.

f. Health Care Provider: Either: 1) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or 2) any other person determined by the Secretary of State to be capable of providing health care services.

g. Intermittent Leave: Leave taken in separate blocks of time due to a single qualifying reason.

h. Reduced Leave Schedule: Leave that reduces an employee’s usual number of working hours per workweek or workday.

i. Qualifying Exigency: A non-medical activity that is directly related to the covered military member’s active duty or call to active-duty status. For an activity to qualify as an exigency, it must fall within one (1) of seven (7) categories of activities or be mutually agreed to by the Employer and employee. The seven (7) categories of qualifying exigencies are short-notice deployment (leave permitted up to seven (7) days if the military member receives seven (7) or less days' notice of a call to active duty), military events and related activities, certain temporary childcare arrangements and school activities (but not ongoing childcare), financial and legal arrangements, counseling by a non-medical counselor (such as a member of the clergy), rest and recuperation (leave permitted up to five (5) days when the military member is on temporary rest and recuperation leave), and post-deployment military activities.

j. Next of Kin: Nearest blood relative.

k. Covered Servicemember: A current member of the Regular Armed Forces, National Guard, or Reserve, including those on the temporary disability retired list (TDRL), but not including former members or members on the permanent disability retired list. The servicemember must be receiving medical treatment or oversight by a Department of Defense or Veterans Affairs health care provider or by a Department of Defense TRICARE network or non-network authorized private health care provider.

l. Serious Injury or Illness: A condition that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

B. PROCEDURE

1. General Notice: The Employer shall post written notice of employees' rights and ability to file for FML. The Employer shall also distribute the general notice to employees through the Employee Handbook 2. Eligibility Notice: The Employer or vendor designee will provide an eligibility notice to any employee who applies for FMLA leave informing the employee of whether the employee is eligible for FMLA leave. If the employee is not eligible, the notice must state at least one (1) reason why the employee is not eligible. The eligibility notice must be provided within five (5) business days after the first time in each of the Employer's FMLA leave year that an employee requests FMLA leave for a particular qualifying reason. During that same FMLA leave year, a new notice is required only if the employee's eligibility status changes.

3. Rights and Responsibilities Notice: The Employer will provide a rights and responsibilities notice each time an eligibility notice is required. This notice includes numerous pieces of information, including the Employer's designated 12-month FMLA leave year, whether a certification and other documentation will be required, whether the Employer will require the use of paid time off benefits while the employee is on leave, and a number of other rights and responsibilities of the employee.

4. Designation Notice: Once the Employer has determined that a leave is FMLA-qualifying, the Employer will provide written notice to an employee who has

requested FMLA leave either designating the leave as FMLA-qualifying or notifying the employee that the leave does not qualify as FMLA leave. The notice must be provided within five (5) business days after the Employer determines whether the leave is FMLA-qualifying. If the leave qualifies, the notice must specify the amount of leave that will be counted as FMLA leave if known, and if not known at that time, a designation notice must be provided upon the employee's request but no more often than every 30 days (if leave was taken during the prior 30 days). The notice must also state whether a fitness-for-duty certification will be required.

5. <u>Employee's Notice Responsibility</u>: Eligible employees requiring FML shall notify the Employer not less than 30 days prior to the date such leave is to begin by completing the written application for FML.

   However, where the need for leave is not foreseeable 30 days in advance, the employee shall complete the Request for Family and Medical Leave Form and provide as much advance notice as practicable. Leave forms shall be submitted to the employee's immediate supervisor who shall forward them to the Appointing Authority.

   Absent unusual circumstances, employees must comply with the Employer's usual and customary notice and procedural requirements for requesting leave. If an employee fails to comply with the Employer's usual notice and procedures, absent unusual circumstances, the Employer may delay or deny FMLA-protected leave. The 30 day advanced notice requirement for foreseeable leave does not apply to qualifying exigency leave when a covered family member is called to active duty in the Armed Forces.

6. <u>Initial Certification</u>:

   a. Employees who request Family and Medical Leave must provide the Employer with certification of the condition from the health care provider in cases involving serious health conditions and attach the certification to the application for leave.

   b. Upon receipt of the certification, the Employer may, at its expense, require the employee to obtain a second opinion from a health care provider selected by the City.

   c. If the second opinion differs from the first, the Employer may, at its expense, require the employee to submit to a third examination by a health care provider jointly selected by the City and the employee. This third opinion shall be final and binding.

   d. If an employee submits a complete and sufficient certification signed by the health care provider, the Employer may not request additional information from the health care provider. However, the Employer may contact the health care provider for purposes of clarification and authentication of the medical certification after the Employer has given the employee an opportunity to cure any deficiencies. To make such contact, the Employer must use a health care provider, a human resources professional, a leave administrator, or a management official. Under no circumstances, however, may the employee's direct supervisor contact the employee's health care provider. The Employer may not ask health care providers for additional information beyond that required by the certification form.

e. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

7. Subsequent Certification:

a. The Employer may request recertification no more often than every 30 days and only in connection with an absence by the employee, unless paragraph b or c below apply.

b. If the minimum duration of the incapacity specified on a certification is more than 30 days, the Employer may not request recertification before the minimum duration of the specified leave expires unless one of the conditions of paragraph c is met. In all cases, the Employer may request a recertification of a medical condition every six (6) months in connection with an absence by the employee.

c. The Employer may request recertification in less than 30 days if:

(1) the employee requests an extension of leave;

(2) circumstances described by the previous certification have changed significantly (i.e., duration or nature of the illness, complications, etc.); or

(3) the Employer receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

d. If one (1) of the conditions of paragraph c occurs, the Employer may immediately request recertification.

8. Certification Deadline: The employee shall provide the requested recertification at the employee's expense within 15 calendar days unless this time limit is not practicable. Certifications not provided within this time limit without adequate excuse may invalidate the FMLA leave.

9. Employee's Failure to Pay Insurance Premium: Upon commencement of FML, the Employer shall continue the employee's health insurance as if the employee was not on leave. However, the Employer's obligation shall cease if the employee is more than 30 days late in tendering his/her share of the premium, unless COBRA

has been elected. In such a case, the Employer shall provide the employee written notice 15 days prior to ceasing the premium payment by mail.

10. The employer may use a third-party administrator to assist in the FML process and paperwork.

LEAVE OF ABSENCE WITHOUT PAY SECTION 5.10

A. POLICY

1. Eligibility: All employees who have completed their probationary period may request a leave of absence from employment without pay. Approval of such request is solely at the discretion of the Appointing Authority and each request will be determined on its own merits. A leave of absence without pay shall not exceed one (1) year [three hundred sixty-five (365) consecutive days].

   Absence without proper authorization or approval shall be considered sufficient cause for suspension or dismissal.

2. Return from Leave: Upon returning from an approved leave of absence, the employee shall be placed in the employee's original position, or another position in the same classification should the employee's original position be unavailable. Should no similar position be available, the employee will be laid off.

3. Failure to Return or Properly Use Leave: Failure to return to work within three (3) working days after the scheduled end of an authorized leave of absence without acceptable justification will be deemed a voluntary resignation effective as of the scheduled expiration of the authorized leave. Failure to use a leave of absence for the reasons stated in the request for leave may result in cancellation of the leave.

4. Effect on Employment: Sick leave, vacation leave, holiday pay and seniority credit are not earned by employees while on an authorized leave of absence without pay, except that a leave of absence without pay related to military service shall not be considered a break in service for seniority purposes.

B. PROCEDURE

1. All requests for leaves of absence without pay shall be submitted to the Appointing Authority in HRIS, indicating the specific reason for the requested leave and with all requested or supporting documentation attached.

2. All leaves of absence of classified employees must be reported to the Civil Service Commission.

ADMINISTRATIVE LEAVE SECTION 5.11

A. POLICY

The Appointing Authority may place an employee on administrative leave with pay in circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. The Appointing Authority may place an employee on unpaid administrative leave pursuant to ORC 124.388.

B. PROCEDURE

The Employer will provide the employee with notification when they are being placed on administrative leave. Compensation for administrative leave with pay shall be equal to the employee's base rate of pay.

DISABILITY LEAVE / SEPARATION SECTION 5.12

A. This section outlines the conditions under which a disability leave or disability separation may be granted to classified employees, and procedures for administering their use. It is intended to outline the procedures to be followed after determining that no reasonable accommodation can be made which would allow the employee to perform the essential functions of the employee's position or other available vacant position for which the employee is qualified.

1. Voluntary Reduction: When an employee becomes physically unable to perform the essential functions of the employee's position even with a reasonable accommodation, but is still able to perform the duties of a vacant lower level position, the employee may voluntarily request reduction to the lower level position. Such request shall be in writing, addressed to the department head, EEO Coordinator, or Appointing Authority, shall state the reason for the request and, if approved by the Appointing Authority, will be attached to the implementing personnel action.

2. Disability Leave: A physically incapacitated employee, who has exhausted Family and Medical Leave, and for whom voluntary reduction or reasonable accommodation is not practicable, may request up to one (1) year of disability leave without pay in increments of 30 days, only if the employee can present evidence as to the probable date on which the employee will be able to return to the same or similar position within the one (1) year period. Such request shall be submitted in writing to the department head with a copy of a physician's statement attached. The Appointing Authority shall approve or disapprove the request in his or her discretion. An employee requesting or receiving approval for a disability leave of absence due to a disabling illness, injury or condition is subject to the provisions of the Leave of Absence without Pay Section of this manual.

3. Involuntary Disability Separation or Termination for Failure to Report for Work: Involuntary disability separation is effective in the following cases:

   a. If an employee becomes unable to perform the essential job duties of the employee's position, subject to the Americans with Disabilities Act, and if the employee has exhausted Family and Medical Leave the Appointing Authority may involuntarily disability separate the employee.

   b. If an employee on disability leave is unable to return to work when the employee's disability leave is exhausted, then the Appointing Authority shall involuntarily disability separate the employee if the employee cooperates under this procedure, or remove the employee for being absent-without-leave if the employee does not cooperate. (Please note that disability leave is only granted after Family Medical Leave is exhausted. See 2 above.) The Appointing Authority shall do so by completing an order of removal indicating the reasons as "incompetency, neglect of duty and nonfeasance" with an adequate explanation to make clear the underlying reasons are the employee's failure to report for work able to perform the essential functions of the employee's position. However, if the employee refuses to submit to an examination or to provide proof of disability, grounds for terminating employment shall be neglect of duty, nonfeasance, and failure of good behavior for failure to report for work without approved leave.

4. Medical Examination: Medical examinations are either required or permitted in relation to involuntary disability separation as follows:

   When required:

   a. When requested by an Appointing Authority, a medical or psychological examination conducted by a licensed practitioner selected by the Appointing Authority, substantiating the disabling illness, injury, or condition, shall be required prior to involuntarily separating the employee unless the employee is hospitalized at the time the employee is involuntarily separated. The Appointing Authority shall bear the cost of the examination. Both the Appointing Authority and the employee shall receive the results of that examination and related documents, subject to division (C)(1) of R.C. 1347.08.

   When permitted:

   b. An Appointing Authority may require an employee to submit to a medical or psychological examination in order to determine the employee's capability to perform the essential job duties of the employee's position with or without a reasonable accommodation. Such examination shall be conducted by a licensed practitioner as determined by the Appointing Authority. Prior to examination, the Appointing Authority must supply the examining practitioner with facts relating to the perceived disabling illness, injury, or condition and must supply additional information including physical and mental requirements of the employee's position, duty statements and position description. The cost of the examination shall be paid by the City. Both the Appointing Authority and the employee shall receive the results of the examination and related documents subject to division (C)(1) of R.C. 1347.08.

Failure to Appear for Examination or Refusal to Submit:

c. The refusal to submit to the examination, the unexcused failure to appear for an examination or the refusal to release the results of an examination will subject the employee to removal, as explained in subsection (3)(b) above.

5. Right to Pre-separation Conference Rights of Appeal:

a. The Appointing Authority shall institute pre-separation proceedings when the results of a medical or psychological examination conducted as provided by subsection 4 have been received and the Appointing Authority initially determines an employee is incapable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation, and initially determines the employee is not eligible to receive benefits under a program provided by the Appointing Authority. Under such proceedings, a conference shall be scheduled and advanced written notice shall be provided to the employee. If the employee does not waive the right to the conference, then at the conference the employee has a right to examine the Appointing Authority's evidence of disability, to rebut such evidence and to present testimony and evidence on the employee's own behalf.

b. If the Appointing Authority determines, after weighing the testimony presented and evidence admitted at the pre-separation conference, that the employee is capable of performing the essential job duties, then the pre-separation conference shall cease and the employee shall be considered to be fit to perform the essential job duties of the employee's position. If the Appointing Authority determines, after weighing the testimony presented and the evidence admitted at the pre-separation conference, that the employee is unable to perform the essential job duties, then the Appointing Authority shall issue to the employee an order of involuntary disability separation, as described in subsection (3)(b) above.

c. A classified employee so separated shall have the right to appeal in writing to the Civil Service Commission within ten (10) days following the Appointing Authority's service upon the employee of the order of involuntarily disability separation.

d. The Appointing Authority shall notify the employee, at the time of the involuntary disability separation, of the required procedures to apply for reinstatement.

6. Right to Reinstatement Rights of Appeal:

a. An employee may make a written request to the Appointing Authority for reinstatement from an involuntary disability separation. The request shall be accompanied by substantial, credible medical evidence that the employee is once again capable of performing the essential functions of the employee's job. Such requests shall be made not more than once every three (3) months and not later than two (2) years following the beginning of the disability separation, or a leave of absence followed by a disability separation.

b. When an involuntarily separated employee presents to the Appointing Authority substantial, credible medical evidence as provided by (6)(a) above, showing the employee is once again capable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation, the Appointing Authority shall either reinstate the employee or require the employee to submit to a medical or psychological examination conducted as provided by subsection (4) (b) above.

c. The Appointing Authority shall reinstate the employee after receiving the results of the examination if the Appointing Authority determines the employee is once again capable of performing the essential duties of the employee's assigned position with or without a reasonable accommodation.

d. The Appointing Authority shall institute pre-reinstatement proceedings if the Appointing Authority has received the results of the examination and initially determines the employee remains incapable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation. Under these proceedings, a hearing shall be scheduled and adequate advanced written notice shall be provided to the employee. If the employee does not waive the right to the hearing, then at the hearing the employee has a right to examine the Appointing Authority's evidence of continuing disability, to rebut such evidence and to present testimony and evidence on the employee's own behalf.

e. If the Appointing Authority determines, after weighing the testimony presented and evidence admitted at the pre-reinstatement hearing, that the employee is once again able to perform the essential job duties of the employee's assigned position with or without a reasonable accommodation, then the Appointing Authority shall reinstate the employee. If the Appointing Authority determines, after weighing the testimony presented and evidence admitted at the pre-reinstatement hearing, that the employee is not able to perform the essential duties of the employee's assigned position with or without a reasonable accommodation, then the Appointing Authority shall not reinstate the employee.

f. If the Appointing Authority determines an employee, who has been involuntarily separated, has committed an act which is inconsistent with the employee's disability, illness or injury, then that act may be considered by the Appointing Authority when determining an employee's eligibility for reinstatement.

g. Once an Appointing Authority properly determines an employee is to be reinstated, the employee has a right to be assigned to a position in the classification the employee held at the time of involuntary disability separation. If the classification the employee held at the time of involuntary disability separation no longer exists or no longer is utilized by the Appointing Authority, then the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off in accordance with the layoff procedures outlined elsewhere within this manual and may exercise any displacement rights which may exist under such procedures.

h. If the employee has been granted disability benefits by a state retirement system, the requirements for reinstatement shall apply for up to five (5) years, except a licensed practitioner shall be appointed by the Public Employees Retirement Board and application for reinstatement shall not be filed after the date of service eligibility retirement.

i. An employee refused reinstatement as provided in subsection (6)(e) shall be notified in writing of the refusal to reinstate and of the right to appeal in writing to the Civil Service Commission within ten (10) days of receiving notice of the refusal to reinstate.

j. An employee who fails to apply for reinstatement within two (2) years following an involuntary disability separation, or a leave of absence followed by an involuntary disability separation, shall be deemed permanently separated from service except as otherwise provided in subsection (6)(h) above.

GROUP HEALTH INSURANCE SECTION 5.13

A. POLICY

1. Eligibility: All full-time employees in active pay status may be eligible to participate in the Employer's health insurance program. Said medical and hospitalization insurance premium shall be paid for by both the City and the employee at rates to be determined by the City.

2. Election: Employees may elect coverage under the insurance plan at initial appointment, or apply for coverage at a later date by showing evidence of a qualifying event as defined by the insurance plan.

3. Coverage: Eligible employees approved for coverage by the insurance carrier at initial appointment shall become covered on the first day of employment

4. Paid Leave: The Employer will continue to pay its share of the health insurance premium for employees on all paid leaves of absence for so long as the employee is in active pay status as defined in the Definitions Section of this manual.

5. Unpaid Leave of Absence: For employees who apply for and are granted an unpaid leave of absence, the Employer will continue to pay the Employer's health insurance premium for the term of the unpaid leave of absence, up to ninety (90) days. After ninety (90) days, the employee becomes and remains responsible for all premiums while on approved unpaid leave of absence. After the approved leave of absence concludes and if the employee does not return to active pay status, the employee shall no longer be eligible for coverage hereunder, but shall become eligible for continued group health insurance coverage at the employee's sole expense as provided in this manual (Section 5.14). FML may alter this ability for coverage when in unpaid FML status.

B. PROCEDURE

1. Employees desiring insurance coverage shall complete an application at commencement of employment within thirty days of his/her appointment. The effective date of coverage is the first day of employment. Employees declining coverage shall sign a waiver of coverage at commencement of employment.

2. The department head or designee shall immediately inform the HR Department as required by appropriate / requested processes when an employee is:

   a. separated from service;

   b. off work on workers' compensation; or

   c. on any other unpaid leave of absence.

CONTINUED GROUP HEALTH INSURANCE COVERAGE SECTION 5.14

A. POLICY

1. Employees who separate from service and/or their spouses and children may be eligible for continuation of health insurance coverage (COBRA) for 18 or 36 months upon the happening of certain events, at their own expense, as described herein. The same health insurance coverage shall continue for eligible employees/individuals under this policy as is provided to other employees who maintain employment with the Employer.

2. Employees, spouses, and dependent children who are covered under the Employer's health insurance plan shall be offered the opportunity to continue health insurance coverage according to the following schedule:

   a. An employee who is terminated or discharged for misconduct (other than by discharge for gross misconduct) shall be eligible to purchase health insurance coverage for up to 18 months following the termination.

b. An employee whose total hours worked are reduced, which reduction causes the employee to be ineligible for continued health insurance coverage, shall be eligible to purchase health insurance coverage for up to 18 months following such reduction.

c. If a second qualifying event, as defined by the insurance plan, occurs during this 18-month period, coverage may be extended for an additional 18 months.

d. If any beneficiary becomes disabled under the Social Security Act and provides timely notice of that status to the Employer, coverage may be extended for up to 29 months.

e. The spouse and dependent children of an employee shall be eligible to purchase health insurance coverage for up to 36 months when the employee:

(1) Dies;

(2) Would otherwise lose coverage due to termination and/or reduction as described in the above paragraphs; or

(3) Becomes entitled to Medicare coverage.

f. The spouse and/or dependent children shall be eligible to purchase health insurance coverage for up to 36 months when:

(1) The spouse and dependent children would lose eligibility for continued coverage due to a divorce or legal separation; or

(2) The dependent child would otherwise lose coverage by ceasing to satisfy the plan's coverage requirements applicable to dependent children.

B. PROCEDURE

1. Full-time employees, spouses, and dependent children shall be notified of the provisions of any health insurance policy as follows:

a. Employees shall be notified of this policy at the time they begin coverage under the Employer's health insurance plan or in the event they are either terminated or reduced.

b. Spouses shall be notified of this policy at the time family or spouse coverage begins under the Employer's health insurance plan or in the event the employee is either terminated or reduced.

c. Service of Notification on the employee's spouse shall be deemed notice to dependent children.

2. Each employee shall be responsible for notifying the Employer of any action which might trigger a spouse's or dependent child's eligibility for continuation of insurance coverage under this policy. Such notice shall be given by the employee to the Employer immediately upon gaining knowledge of the event and shall include divorce, legal separation, or loss of dependent eligibility under the Employer's health plan.

3. The Employer or designee shall notify the individual(s) who are eligible for continued health insurance plan coverage of their rights and obligations under this policy, within 14 days after the occurrence of a triggering event. The notice shall contain a final date by which the employee, spouse or dependent child must respond to the notice.

4. The eligible employee/individual shall notify the Employer of their decision to continue or not continue coverage within 60 days of the triggering event.

5. As used in this policy, termination shall include any separation from employment, except those instances where an employee has been separated for acts of gross misconduct, but including layoff, resignation, voluntary/involuntary leave without pay, discharge, and any other termination which results in the employee's ineligibility for continued health insurance benefits. Employees who are separated in accordance with civil service law for gross misconduct are not eligible for continuation of health insurance plan coverage.

6. An employee, spouse or dependent child who elects continued health insurance coverage shall only be eligible until the earliest date that any of the following occur:

    a. Coverage expires either 18 or 36 months after the triggering event;

    b. The group health care plan is terminated by the Employer;

    c. The individual fails to timely pay the required premium;

    d. The employee becomes covered under another group health care plan; or

    e. The individual becomes eligible for Medicare benefits.

OTHER INSURANCES — SECTION 5.15

A. POLICY

The Employer may provide vision care, dental care, life insurance, and liability insurance at the Employer's and/or employee's expense and may offer other insurance benefit programs at the Employer's and/or employee's expense. Employees should see Human Resources Department for an explanation of currently available insurance benefits and programs.

The City may offer payroll deductions for several optional insurance coverages. Employees should see Human Resources Department ~~their department head~~ for an explanation of currently available insurance benefits and programs.

B. PROCEDURE

1. A full-time employee must enroll with group health insurance within thirty (30) days of his/her appointment. The effective date of coverage is day one of their starting date, once enrollment is processed.

2. If an employee is interested in any optional insurance policy, he/she may contact Human Resources for additional enrollment information or the appropriate insurance company/agent as applicable and not managed through HR.

INJURY ON DUTY SECTION 5.16

A. POLICY

1. State law provides that all employees are covered by Workers' Compensation for injuries that arise out of or in the course of employment. The Employer contributes to the Workers' Compensation Insurance Fund an amount determined by the Fund, based on the Employer's experience rate.

2. All injuries which arise out of or in the course of employment shall be reported and compensated for under this Workers' Compensation section and not under the Employer's health insurance plan.

B. PROCEDURE

1. Injury Reports: When an employee is injured during the course of employment, the employee's supervisor shall provide the employee with an Injury/Accident Report Form. The form shall be completed regardless of the apparent seriousness of the injury and whether or not medical attention is required. The form shall be completed by the employee and forwarded to the employee's supervisor within 24 hours of the injury. For fire department personnel, the form shall be completed by employee and forwarded to the employee's supervisor within 72 hours of the injury. The supervisor or department head shall investigate the accident, review and complete the form and forward same to Human Resources

2. Application for Payment of Medical Benefits Only: When an employee's injury requires any type of medical attention, the supervisor shall, in addition to the Injury/Accident Report described above, provide the injured employee with a First Report of an Injury, Occupational Disease, or Death (from BWC) and other paperwork needed for completion from the BWC folder. These forms shall be prepared and signed by the employee and given to the employee's supervisor, who shall forward same to Human Resources.

3. Application for Payment of Compensation and Medical Benefits: When, in addition to medical attention, an employee's injury results in an employee's absence from work for seven (7) days or more, the employee may complete a First Report of an Injury, Occupational Disease, or Death, if such employee desires compensation for lost wages. This form shall be given to the employee's supervisor, who shall

forward same to the department's payroll officer for completion. This form shall then be forwarded to the Auditor for completion.

4. Serious Injury: In the event of a serious injury, the injured employee's supervisor shall notify the department head immediately so that an investigation can be initiated.

5. Return to Work: The Employer must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for providing to their Employer their expected date of return (if known). The department head is responsible for immediately notifying, in writing, to Human Resources when an employee is able to return to work. Dependent on position and injury, a return to work physical may be required. In these cases, the HR department will work with employee and supervisor to arrange.

6. Documentation: Any documents received from the injured employee, the employee's physician, the hospital or the State regarding Workers' Compensation claims must be immediately forwarded to Human Resources.

7. Wages on Injury Date: Employees who are injured during the course of employment and who must leave work before completing their work period shall be paid at their regular rate for the balance of time left in their scheduled workday.

8. Simultaneous Payments: Employees are prohibited from receiving payment for sick leave while simultaneously receiving payment from Workers' Compensation.

9. Accommodation of Disabled Employee: When confronted with an employee claiming a disability under the Workers' Compensation system, who is disabled as defined in the ADA, the Employer will consider making a reasonable accommodation that would allow the employee to continue performing the essential functions of the employee's position. When submitting information to the Bureau of Workers' Compensation or the Industrial Commission, the Employer will include:

   a. copies of the employee's classification specification and essential functions list;

   b. related medical records; and

   c. any offer of reasonable accommodation.

   The Employer will provide the same information to any examining physician or other appropriate, licensed practitioner.

10. Post-accident Testing: The results of a post-accident drug/alcohol test, or the employee's refusal to submit to such test, could affect an employee's eligibility to receive Workers' Compensation benefits. An employee who refuses to submit to a drug/alcohol test is "rebuttably presumed" to have been intoxicated or under the influence of a controlled substance not prescribed by the employee's physician.

Once such a presumption is established, the employee must then prove that the presence of such drugs or alcohol was not the proximate cause of the workplace injury.

In order for the results of a post-accident drug/alcohol test to be considered by the Bureau of Workers' Compensation, the test that is employed must be a "qualifying test." A test is "qualifying" if it is administered under one of three (3) circumstances:

a. Where the Employer had "reasonable cause" to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician; or

b. Where the examination is conducted at the request of a police officer following an arrest, traffic stop, or auto accident; or

c. Where the examination is ordered by a licensed physician, healthcare provider or clinician who is not employed by the Employer and is not at the Employer's request.

The determination of reasonable cause, as addressed in paragraph a. above, and the procedure for having an employee tested upon reasonable suspicion are addressed in Section 7.06 of this Manual, Alcohol and Drug Abuse.

WAGE CONTINUATION POLICY SECTION 5.17

A. Any employee who suffers a compensable industrial injury or illness can, subject to this section, receive regular wages instead of Workers' Compensation lost-time benefits. Payment for related medical benefits is the responsibility of the Employer's Managed Care Organization (MCO).

B. Qualifications.

1. The injury or illness must be determined to be compensable by the Employer, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).

2. Competent medical proof of disability must be provided via Form C-84 or Physician's Update and Physical Capabilities form. The attending physician must complete the form in its entirety and affix his or her original signature to the form. Copies are unacceptable.

3. The employee must complete a FROI-1 First Report Injury application and sign a wage agreement, medical release, and an election form.

4. The Employer reserves the right to have the employee examined by a physician of its choice at the Employer's cost to confirm the medical diagnosis and/or the period

of disability. Failure to submit to examination will result in termination of wage continuation benefits.

5. Wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations.

C. Termination Conditions. Wage continuation payments will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.

2. Employee returns to work for another Employer.

3. Employee fails to return to a transitional "limited duty" assignment consistent with his or her medical restrictions as approved by the injured workers' treating physician.

4. Employee fails to appear for Employer-sponsored medical examination.

5. Employee has reached maximum medical recovery and/or the condition has become permanent.

6. The claim is found to be fraudulent after payment has been commenced.

7. The injured worker attempts to collect both wage continuation and temporary total compensation.

8. Employment termination.

9. Violation of any Employer policy or guideline.

10. Regardless of the above conditions of termination, the Employer may, at its sole discretion, terminate wage continuation benefits at any time if disability exceeds ninety days.

11. The wage continuation plan and all benefits can be terminated at the Employer's discretion at any time.

TRANSITIONAL WORK/MODIFIED DUTY SECTION 5.18

A. POLICY

1. This policy is limited in its application to injuries and/or illnesses suffered during the course of employment. The purpose of transitional work is to provide such injured employees, who cannot effectively perform the essential functions of his/her position due to a work related illness/injury, the opportunity to continue

working for a limited duration, with transitional work, (i.e., modified duty) during such period of temporary partial disability.

2. The temporary assignment to transitional work is made at the discretion of the Employer. The Employer may require the employee to provide medical certification from a licensed practitioner, as to the nature and extent of the employee's injury/illness and the probable length of time the employee needs to be assigned to transitional work.

3. During the transitional work period the employee shall continue to be paid his/her regular rate of compensation and accrue all benefits, in the same manner as before. Placement into transitional work does not constitute a break in continuous service, nor does it affect the employee's status, as defined in Section 3.03 of this manual. The employee's job duties are temporarily modified as a result of the employee returning to work with medical restrictions.

4. The period of transitional work shall not exceed 30 days without advance approval by the Appointing Authority. An employee may be granted one (1) additional period of transitional work, upon special and meritorious circumstances.

B. PROCEDURE

1. When an employee has been injured during the course of employment, rendering the employee unable to perform the essential functions of the position, that employee will be evaluated for a transitional work assignment. This should, if possible, be done within 24 hours of the worker's injury or physician's visit. Only after authorization from the employee's department head has been received, may the employee begin to perform transitional work (i.e., modified duty). A transitional work period is a temporary assignment of limited duration, not to exceed 30 days. The employee shall be offered an appropriate transitional work assignment within his/her department first. If no such modified job within the department exists, then within the City if such modified assignment exists.

2. The cognizant physician or medical provider makes the ultimate decision to determine an employee's capability to return to work after any work-related accident, injury, or illness. The physician makes the decision as to whether the employee's capability to return to work fits within the scope of transitional work as defined in this policy.

   The physician or medical provider will evaluate the modified job duties to ensure that the employee will not be required to perform duties that would further aggravate their condition.

3. The result must be the performance of meaningful work that includes productive output during the time of strengthening and healing.

4. If after 30 days of performing transitional work, the employee is still unable to perform the essential functions of his/her assigned position, and special and meritorious circumstances are shown to exist, the employee may request only one

(1) additional 30-day period of transitional work. This should be done in accordance with the same procedure as discussed in paragraph B1 above.

5. A Transitional Work Evaluation Form is for use by physicians and medical providers and establishes the employee's eligibility for a transitional work assignment. The HR office will supply this form as needed.

RETIREMENT SECTION 5.19

A. POLICY

1. Non-uniformed Personnel: All employees (except uniformed personnel, elected officials and certain seasonal employees) are required by law to participate in the Ohio Public Employees Retirement System (OPERS). Both the employee and the Employer are required to contribute to OPERS, in amounts set by state law. The employee's contribution is paid by payroll deduction. The Employer elects to "pick-up" the employee's share per City Ordinance 26-1986.

2. Uniformed Personnel: All full-time police officers and firefighters are required by law to participate in the Ohio Police and Fire Pension Fund. The employee's contribution is paid by payroll deduction per City Ordinance 29-1986.

3. Notice: All employees are required to notify their department head and copy the HR Department of their anticipated retirement in writing at least 30 days prior to the effective date of their retirement, or earlier according to their respective retirement plans as amended.

4. Questions regarding these plans should be directed to:

   Ohio Public Employees Retirement System
   277 E. Town Street
   Columbus, Ohio 43215
   1-800-222-PERS (7377) www.opers.org

   Ohio Police and Fire Pension Fund
   140 E. Town Street
   Columbus, Ohio 43215
   (614) 228-2973 www.op-f.org

5. Deferred Compensation: The City Auditor is hereby empowered to take all necessary steps to establish and adopt a deferred compensation program for all eligible City employees.

B. PROCEDURE

Employees shall submit a signed, dated letter to their department head stating their intention to retire and the effective date of their retirement at least 30 days in advance. The department head shall forward a copy of this letter immediately to the Safety Service Director and Auditor to allow benefits and separation payments to be determined.

LEAVE DONATION PROGRAM SECTION 5.20

The City of Norwood has established an employee leave donation program. The intent of the employee leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness of the employee. Critical need will be determined by the SSD, the employee's supervisor/Department Head, and a representative from human resources on a case-by-case basis. The employee leave donation program shall not be used for the care of a new born or adopted children. This policy does not discriminate against women whose disability is based upon pregnancy or childbirth.

A. An employee may receive donated leave, either vacation or sick leave, up to the number of hours the employee is scheduled to work each pay period, for example full-time employees may receive up to forty hours per week. An employee may receive donated leave if the employee:

1. Has a serious illness or injury;

2. Has no accrued leave;

3. Has applied for any paid leave, workers compensation, or benefits programs for which the employee is eligible. An employee who has applied for programs may use donated leave to satisfy the waiting period for such benefits, when applicable;

4. Has provided documentation from an attending physician. In the event the employee is incapacitated, another employee and/or member of immediate family may initiate action for the employee to receive donated leave;

5. Has approval of critical need from review committee every ninety days. The committee will review the critical need for continued donation approval and estimate the total number of donated hours needed.

B. Employees may donate leave if the donating employee:

1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;

2. Donates a minimum of eight hours;

3. Retains vacation leave balance of 40 hours and and/ sick leave of at least eighty hours.

All donated leave will convert to sick leave.

C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave, and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

The Employee needing leave donation will request through the HR department in writing. The HR department will send out the request to the City departments and convene appropriate people for review and approval as needed.

D. Employees who wish to donate leave shall certify:

1. The name of the employee for whom the donated leave is intended;

2. The type of leave and number of hours to be donated;

3. They will have a minimum eighty-hour balance of both sick and vacation leave after donating;

4. The leave is donated voluntarily and will not be returned;

5. The maximum amount donated does not exceed fifteen days within a fiscal year.

Employees wanting to donate will submit required information the HR department.

E. The privacy of any employee in need of donated leave shall be respected; however, with permission of the employee or a member of the employee's immediate family, the City may be informed of the need for donated leave to include the name of the individual in need of leave and the nature of the precipitating situation.

F. Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy; however, appointing authorities may, with permission, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

TUITION REIMBURSEMENT SECTION 5.21

A. PURPOSE

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

B. POLICY

A full-time employee is eligible for 100% tuition reimbursement not to exceed $600for 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 three (3) credit hours is available per quarter or semester dependent on school structure. under the following conditions:

1. The employee has completed one year of service, before the course begins.

2. The education is obtained from an accredited school during non-working hours. The Appointing Authority 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 form should be submitted and approved by the Appointing Authority and submitted to HR who will process and submit to Auditor. 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 Appointing Authority will monitor for consistency and fairness and will meet with the employee when requested. Final determination regarding course relatedness and/or creditability shall be made by Human Resources.

7. The rate of reimbursement shall not exceed the cost of credit hour cost of local state university. The HR department will determine this rate locally the beginning of each year.
8. Employees will be required to remain employees with the City for a minimum of one (1) year after receipt of the last reimbursement payment. If an employee leaves City employment prior to the expiration of that one (1) year period, he/she will be required to refund the City a pro rata amount. The Appointing Authority, upon a case-by-case basis, will review exceptional cases.

BUSINESS EXPENSE PAYMENT / REIMBURSEMENT SECTION 6.01

A. PURPOSE

To outline the City of Norwood's policy and procedures for the authorization, payment and reimbursement of expenses incurred in the performance of official City business.

B. POLICY

1. Application of Policy: The following policy applies to all departments of the City, all divisions of each department, and all employees of the department and division. This policy also applies to elected officials and their employees.

2. Authority and Definitions:

   a. Incurring business related expenses on behalf of the City of Norwood requires the prior, written approval of the employee's department head and appointing authority. An approved purchase order by the Auditor is required as well.

   b. The City will reimburse employees for the necessary and reasonable expenses (as defined herein) incurred to attend authorized meetings, conferences, and conventions.

   c. Travel which involves the use of a City vehicle and does not involve any expense requires the prior, written approval of the employee's department head and Appointing Authority.

   d. Travel which involves business related expenses to be paid by the City requires the prior, written approval of the department head and Appointing Authority.

   e. If an employee travels and incurs expenses without the required approvals, the determination of whether or not to reimburse the employee is at the discretion of the Appointing Authority, and may be denied.

   f. The Appointing Authority retains the right to approve additional travel-related reimbursements that fall outside of this standard policy. These may include but are not limited to:

      - Higher-than-standard lodging rates due to conference location or availability.
      - Extended stay for business purposes.
      - Additional transportation needs.
      - Meal or per diem exceptions.
      - Schedule related or safety concerns.

   Such reimbursements require:

- A formal written request submitted by the Department Head on behalf of the employee.
- Justification for the exception, including supporting documentation (e.g., conference rate sheets, location-specific costs.)
- Pre-approval by the Appointing Authority prior to the expense being incurred.

Requests will be evaluated on a case-by-case basis, and approvals will be documented and retained with the reimbursement records.

3. Business Expenses — Transportation.

a. Generally: The City of Norwood will pay the cost of City business travel, and certain expenses related to such travel. These costs may be paid by travel expense advance to the employee (partial payment as addressed in paragraph 7 B below), paid directly to a vendor by the Auditor or paid as a reimbursement to the employee, as provided herein.

Costs resulting from parking and traffic violations or accidents while operating a city, personal or rental vehicle on City business are not reimbursable, if the employee is at fault.

b. Transportation — Common Carrier: Transportation by air, rail, or bus must be approved in advance by the department head, and Appointing Authority and be at the lowest available rate.

c. Transportation — City Vehicle;

1. City employees must possess a valid operator's license to drive a City vehicle or personal vehicle on City business.

2. Employees approved to use City vehicles for City business related travel shall operate such vehicle in full compliance with Section 6.02, Use of Vehicles on City Business.

3. Employees conducting official City business by automobile are required to utilize a City-owned vehicle when one is available and its use is deemed appropriate. The availability and mandatory use of City vehicles shall be determined by the respective department head, based on the employee's position and departmental guidelines. Employees will be notified regarding their eligibility and any obligations related to the use of City vehicles.

d. Transportation — Personal Vehicle:

(1) If transportation in a personal vehicle for City business is authorized per Section 3 (c) above, the employee must carry liability insurance in the minimum amounts and provide proof of same.

(2) Expenses for the use of a personal vehicle shall be reimbursed at the current IRS reimbursement rate for all business-related miles traveled. Directional map with mileage indicated will be required for reimbursement.

(3) Reimbursement will be paid only once and only to the approved operator when two (2) or more employees are traveling together in the same vehicle.

e. Transportation — Rental Vehicles:

(1) Use of a rental vehicle while on City business must be approved in advance by the department head and Appointing Authority, and must be at the lowest available rate for the most economical vehicle available based on the number of occupants and the intended use of the vehicle.

(2) Rental of a vehicle may only be approved if no other transportation is available at a lesser cost.

(3) Rental vehicle insurance coverage — prior to travel, employee must get proof of insurance and coverage requirements from the City's current insurance carrier.

f. Transportation - Air Fare

1) Authorization

a) All air travel must be pre-approved by the Appointing Authority (or designee).
b) A Travel Authorization Form must be submitted and approved prior to booking airfare.

2) Booking Requirements

a) Employees are expected to book airfare at the lowest available fare that reasonably accommodates the business schedule.
b) Coach or economy class must be used unless pre-approved due to medical necessity or business justification. Employee can choose to pay for the upgrade personally but no reimbursement beyond economy will be made.
c) Airfare should be purchased in advance, when possible, to secure the best rates.

3) Baggage

a) Standard baggage fees (one checked bag) are reimbursable.

b) Additional baggage or overweight fees are reimbursable only with justification and approval.

4) Non- Reimbursable

a) In-flight entertainment, meals, or upgrades.
b) Tickets purchased with airline miles or reward points.

5) Documentation Required
a) Original itemized receipt or invoice from the airline or booking service

b) At the time of booking, employees must compare at least two airfare options for the intended route and dates.

For non-reimbursable add-ons, include a comparison of the cost with/without the personal add-on.

c) Acceptable methods for comparison include:
- o Screenshots from travel booking sites (e.g., Expedia, Google Flights, airline websites)
- o Fare quotes from a travel agent

6) Exceptions

Exceptions to the lowest fare requirement must be explained and approved in writing. Acceptable reasons include:

- Scheduling conflicts requiring specific departure or arrival times
- Medical or accessibility needs
- Excessive layovers or unreasonable travel duration
- Airline bundling with conference rates or lodging

7) Frequent Flier Miles/ Credit Card Points

a) In accordance with the State of Ohio Ethics Commission rulings, employees may not accrue frequent flyer miles from City travel.

4. Business Expenses — Lodging

a. Generally: The City of Norwood will pay the costs of lodging while an employee is away from home on City business. These costs may be paid directly to a vendor, or paid as a reimbursement to the employee, as provided herein.

b. Lodging Expenses:

Lodging expenses may be reimbursed when an employee is required to travel for authorized City business and an overnight stay is determined to be reasonable and necessary. Approval must be obtained in advance from both the Department Head and the Appointing Authority.

Reimbursement will be considered based on factors such as:

- The distance from Norwood to the event location
- The event's start and end times
- The overall duration and schedule of the event
- The safety and practicality of same-day travel

Lodging for the night before or after an event may be approved if justified by the factors above, travel demands or the event schedule. All lodging arrangements must be made with cost efficiency in mind, and employees are expected to request a government or discounted rate when available.

(2) A single room rate is the standard for payment. If not staying at the event hotel, employees should choose a moderately priced facility convenient to the location of the City business. Airbnb/ VRBO or like lodging is permitted only if comparable to hotel costs. Refundable options in this category should be used as well as insurance in case of need for cancellation.

(3) The City of Norwood is exempt from paying sales tax in Ohio for lodging, if payment is made directly to the vendor. If time permits, arrangements for direct payment should be considered.

(4) If two (2) or more City employees are approved to share a room, double or triple bed room rates may be approved. In such case, reimbursement will be made to only one (1) employee. The names of the other employees sharing the room must be provided.

(5) Only reasonable, business-related expenses associated with lodging will be paid by the City. Itemized receipts for these items are required. Reimbursable expenses include:

- Business-related telephone calls
- Internet access required for work
- Copies and other meeting related items
- Parking
- Personal call only covered for safe arrival check in if needed
    - Other expenses related to business that are approved

No reimbursable are items such a but not limited to:

- Personal (excluding above)
- Movies and other hotel entertainment
- Laundry/ dry cleaning

5. Business Expenses — Meals

a. Generally:

The City of Norwood will pay the costs of meals eaten by employees while away from home on City business as provided herein. These costs are paid by travel expense advance, directly to the vendor, or as a reimbursement to the employee, as provided herein.

b. Meal Reimbursement Standards:

The City will reimburse meals lesser of actual or per diem U.S. General Services Administration (GSA) per diem meal rates applicable to the travel location. The reimbursement amount will reflect the standard GSA breakdown for breakfast, lunch, and dinner. Reimbursement is based on travel times, official duties, and whether meals are provided as part of the event or lodging package. The Auditor's office will determine correct GSA usage for meals.

c. Receipts and Restrictions:
Detail receipts are required to receive payment or reimbursement. Itemized grocery store receipts are acceptable.
Gratuities of up to 20 percent of the meal cost may be included. Alcoholic beverages are not reimbursable.

d. Meal Inclusion in Event Cost:
When a seminar, meeting, or event paid for by the City includes meals, employees will not receive reimbursement or alternate meal payment for that meal. The only exception is for medical or religious related issue due to food served. This will be considered an accommodation and the HR Director should be contacted for approval of these reimbursements. This exception does not consider personal preference on food or self-imposed diet restrictions.

e. Local Meals:

City employees and elected officials may be eligible for meal reimbursement when attending authorized local meetings, trainings, or events within a 50-mile radius of their primary work location, provided meal expenses are incurred as part of their official duties. Reimbursement will only be considered when all of the following conditions are met:

1. The meal is not provided by the meeting host or included in a registration fee.
2. The meeting is directly related to official City business and the position the employee holds, such as strategy meetings, inter-agency collaboration, employee relations, professional networking, committee participation.
3. Reimbursement is not permitted for meals consumed alone, for reasons of personal convenience or preference, or general employees choose to lunch together with no official purpose.

4. An itemized receipt is required, showing the date, location, and total cost of the meal.
5. A brief meeting summary or agenda is provided, including the purpose, attendees, and relevance to City business.
6. Pre-approval from the department head is required for employees (not elected officials); Yearly approvals may be granted for recurring or similar meetings.
7. All required forms (e.g., requisition and approval and reimbursement request) must be properly completed and submitted.

f. Additional Reimbursement:
Upon the written request of a department head, the Appointing Authority may approve additional reimbursement above the GSA standard when justified by unusual circumstances or increased costs in the travel area. Documentation supporting such a request must be submitted with the Travel Expense Report.

6. Business Expenses — Miscellaneous/Incidentals:

a. City business related expenses, in addition to transportation, lodging, meal, and training expenses, may be reimbursed such as:

  - Parking, road tolls or bus fares, reasonable tips/ gratuities, telephone charges for business-related calls, rental charges for equipment and facilities.
  - Receipt is required for reimbursement. In case of cash gratuities, memo stating what tip was for and amount and will be approved by appointing authority if allowable.

b. Examples of expenditures not reimbursable are any expense not deemed by the Appointing Authority to be City business related, and any expense which requires a receipt, and for which no receipt is provided.

c. Entertainment: Expenditures for entertainment at night clubs, golf courses, ball games, etc. are payable only if the expenses are directly associated with the active conduct of City business. Such expenses may be incurred only with the advance approval of the Appointing Authority, and after review by the Auditor.

d. Spouses may be permitted to accompany employees traveling on City business, with the approval of the Appointing Authority. In such case, all expenses incurred as a result of the spouses' presence are the employee's responsibility.

7. Business Expenses — Payment Methods:

a. Direct Payment by Auditor: Substantial invoices for the costs of air travel, hotel, conference rooms, etc., may be paid directly to the vendor by the City on approval by the Appointing Authority. All requests (vouchers) for direct payments must be submitted to the Auditor at least five (5) working days before the date the payment is desired.

b. Reimbursement: The second method of paying City business related expenses is reimbursement to employees who have used their own funds to pay such expenses and who request reimbursement pursuant to the procedures contained herein.

8. Disabled Employees: When considering any employee's request for job-related travel, the Employer will consider the special needs of an employee with a permanent disability that substantially affects the employee's ability to drive, see, hear, etc. The Employer will not deny job-related travel opportunities to employees with a disability due to such disability.

C. PROCEDURE

1. Any employee desiring to attend a meeting, conference, convention, or otherwise incurring expenses on official City business shall:

   - Make advance written application by use of Travel Reimbursement Approval/Request form with any required documentation as noted in policy to their department head and the Appointing Authority for approval.
   - This should be submitted at least 14 days in advance when possible.
   - A copy of the approval will be sent to the Auditor's Office with requisition for purchase order creation prior to travel/ purchase.

2. After returning from any meeting, conference, convention, or other official City function wherein reimbursable expenses have been incurred, an employee shall:

   - Submit a Travel Reimbursement Approval/Request along with a copy of the previously approved purchase order and all original receipts and other documentation to the department head or Appointing Authority for forwarding to the Auditor's Office for processing.
   - The report shall be reviewed by the Auditor's Office and either approved for reimbursement or returned to the employee for adjustment or further documentation.
   - Once the report has been approved by the Auditor's Office, the Auditor will process the report for payment.
   - If requested reimbursement is more than 10% of estimated, additional review and approvals are required and will managed by the Auditor's Office.

USE OF EMPLOYER-OWNED VEHICLES OR PERSONAL VEHICLE ON EMPLOYER BUSINESS — SECTION 6.02

A. POLICY

The City of Norwood maintains a fleet of vehicles to meet City work requirements for the benefit of operations. The City issues some vehicles in a take home status for persons requiring this convenience. This policy details the usage, care, and accident notification process for all City of Norwood vehicles and sets general guidelines for all drivers.

1. Employers — Generally:

a. Vehicles purchased or leased by the Employer shall be subject to regulation by the Employer.

b. All vehicles owned or leased by the Employer shall be plainly marked as the property of the City, except law enforcement undercover vehicles.

c. Vehicles may be provided for those officials, department heads and employees who require transportation in the course of their duties. Employer-owned vehicles are not to be used for employee travel to and from work unless authorized by the Employer in writing.

- Public Safety Exception - Due to the unique operational demands of the Police , Fire and Public Works Departments, an exception is recognized for designated public safety response vehicles to drive to and from home as assigned. This provision ensures that emergency response times are minimized and public safety leadership remains available in critical situations.
- The department head may also assign a City vehicle to employees attending training, seminars, conferences, or similar programs approved in advance by the Employer.

d. Employer-owned vehicles shall be used by employees whenever possible on approved City business.

2. <u>Assignment of City Vehicles</u>:

a. Permanent vehicle assignments or assignment of a vehicle to attend a conference, meeting, etc. will be made based on written request which provides documented justification. Approval will be based on transportation needs, emergency requirements, call-out availability, after hours meetings, cost effectiveness, or as otherwise determined by the Employer.

b. Permanent vehicle assignments shall be reviewed annually by the Employer during the budget appropriations process. All permanent vehicle assignments shall be reported to the Auditor for income tax purposes. Employees assigned vehicles shall comply with the Auditor's Office in meeting the IRS rules. All employees who have permanently assigned vehicles shall keep a daily record of any personal use of the vehicle. This shall include, but not be limited to, commuting to and from work. All costs associated with personal use must be added as income to the employee's W-2 statement. The records shall also include maintenance, insurance, fuel, etc. Failure to maintain and provide such information may result in loss of use of the vehicle.

c. Daily vehicle assignment will be at the discretion of the department head based on the operational needs of the respective department.

3. Qualifications for Using Employer Vehicles or Personal Vehicles on Employer Business:

a. All operators of Employer owned or leased vehicles or employees using their own vehicles for Employer business shall be at least 18 years of age.

b. All drivers must have a current, valid driver's license that covers the type of vehicle to be operated. A copy of the license must be placed in the driver's file.

In those classifications which require a certain motor vehicle license, newly hired employees must generally possess such license as a condition of employment, and all current employees must maintain said license for the duration of their employment in said classification. Loss of license and driving privileges by such employees may result in termination of employment for incompetency.

c. Employees operating a vehicle on behalf of the Employer are expected to operate the vehicle in a responsible manner. An individual's driving record as maintained by the State of Ohio Bureau of Motor Vehicles (BMV), or record from any other state or country in which the driver or applicant has resided or operated a motor vehicle during the previous 36 months, or any other legal source, will be used as an indication of the individual's ability to responsibly operate a vehicle. The Employer will review the applicable driving record of each City employee who operates a vehicle on behalf of the Employer annually. The following is a listing of motor vehicle related occurrences (violations, convictions and accidents), the appearance of which on the driving record of a City employee during the previous 36 month period will normally result in the suspension of the employee's driving privileges for the City.

A conviction for:

- Driving while under the influence of alcohol or drugs;
- Vehicular homicide or manslaughter;
- Leaving the scene of an accident;
- Attempting to elude or flee a police officer after a traffic violation;
- Drag racing; or
- Other intentional and dangerous or reckless use of a motor vehicle.

The City may suspend an employee's authorization to operate City vehicles based on the presence of motor vehicle-related incidents—such as moving violations, convictions, or at-fault accidents—on the employee's driving record within a 36-month period. The decision will be based on a review of the nature, frequency, and severity of such incidents. Combinations of violations and accidents may also be considered grounds for suspension, particularly where they suggest a pattern of unsafe driving or increased liability risk.

d. In a case where the Employer or the issuing Driver's Licensing Authority has suspended the employee's driving privileges, or the employee becomes uninsurable under the Employer's policy, and driving is an essential function of the employee's position, the Employer may take appropriate disciplinary action up to and including termination of employment by the City.

The Employer may also require employees to participate in remedial or defensive driving courses when employees evidence poor driving records.

e. An applicant may be denied employment on the basis of an unsatisfactory driving record. At the discretion of the Employer, denial may be made without regard to the number of points or violations or whether they occurred within the State of Ohio. The Employer will review the BMV driving record of any applicant who, if employed, will be operating a vehicle on behalf of the Employer, prior to making an offer of employment.

f. Drivers shall report to their department head any moving violations or accidents which occur while they are on or off duty. On-duty accidents or moving violations shall be immediately reported to the department head. Off-duty accidents or moving violations shall be reported as soon as possible, not to exceed within five (5) calendar days of the occurrence.

g. Employees who use their personal vehicle for official Employer business will be reimbursed on a mileage basis at the authorized rate. Insurance coverage for personal vehicles used on Employer business shall be the responsibility of the owner of the vehicle.

4. Use of Vehicles:

a. Employer-owned or leased vehicles shall not be used for any purpose other than official City business.

b. Employees must continuously recognize that use of an Employer-owned vehicle is a privilege and that they are constantly visible as an official representative of the City. Employees should show every courtesy while operating a City vehicle or their personal vehicle on City business in order to enhance the good reputation of the City.

c. Employees shall exercise caution and responsibility and adhere to all safety regulations when operating Employer-owned vehicles. Operators and passengers shall wear safety belts at all times while driving or riding in an Employer-owned vehicle or their personal vehicle on Employer business. Negligent, reckless, or improper operation of vehicles while on Employer business is grounds for disciplinary action.

d. Except as otherwise provided herein, passengers not on official Employer business and hitchhikers are not permitted in Employer-owned vehicles. A family member or friend may be permitted as a passenger, but never as a driver, in Employer-owned automobiles on authorized trips to meetings, conferences, and conventions only if approved in advance by the Employer.

e. Employees who must operate a City vehicle as part of their job or their personal vehicle on City business, either on a regular or occasional basis, are required to report any suspension or revocation of their driver's license to the department head immediately.

f. Use of alcoholic beverages or controlled substances immediately prior to or during operation of a City vehicle is prohibited. Alcoholic beverages or controlled substances shall not be transported in a City vehicle except as required in the performance of the employee's duties (e.g., law enforcement). Any employee convicted of operating a City vehicle while under the influence of alcohol or drugs will be subject to immediate dismissal.

g. Turn signals and warning signals shall be utilized by all vehicle operators. Vehicle headlights shall be used during periods of limited visibility or any time the vehicle windshield wipers are in use.

h. Employees are responsible for ensuring any City vehicle which they are permitted to take home is properly maintained, kept locked, and parked in a safe and secure location.

i. Employees shall ensure any City vehicle which they use is cleaned, fully fueled, and readied for service upon completion of its use.

j. The operator of a vehicle shall be responsible for seeing that any service, safety, or maintenance items are corrected on the vehicle or reported to the proper authority.

k. Use of Tobacco and E-Cigarettes in City vehicles is prohibited. Violation may be grounds for disciplinary action.

5. <u>Accidents/Traffic Citations Involving City Vehicles or Personal Vehicles While on Employer Business</u>:

a. Accident reports shall be completed and submitted to the Employer within 24 hours of an accident (Driver's Report Form, BWC form, and/or Injury/Accident Report).

b. Parking, moving violations, and other fines received while operating a City vehicle or a personally owned vehicle while on City business are the responsibility of the operator.

c. Operators involved in accidents while operating a City vehicle in a non-approved manner, will be subject to appropriate disciplinary action and may be liable for the cost to repair the vehicle.

B. PROCEDURE

1. Mileage Reimbursement Requests: Employees should use an Employer-owned vehicle whenever possible to conduct Employer business. However, any employee who uses a privately owned automobile on approved City business shall be reimbursed at the current IRS reimbursement rate. The employee must obtain approval from the department head and obtain an approved purchase order prior to incurring the expense. To receive reimbursement, the employee must submit the odometer readings of the vehicle showing starting and ending mileage. When air flight is less expensive than paying mileage, the cost of air flight may be approved at the discretion of the Employer.

2. Reporting Accidents: Employees shall immediately report all accidents involving Employer-owned vehicles or personally owned vehicles being used for Employer business. A Driver's Report/Accident Report Form shall be completed, signed and submitted by the employee to the department head. The department head shall review and submit the Driver's Report Form to the Appointing Authority or designee. The driver will also report the accident to the appropriate law enforcement agency, obtain a copy of that agency's accident report and forward such report to the Appointing Authority or designee. If the driver is in a safety-sensitive position, is a CDL holder, or if there is reasonable suspicion that the driver is under the influence of alcohol or drugs, the driver may be required to take a drug or alcohol test in accordance with the Employer's policy for CDL holders.

3. The vehicle inspection form should be done monthly by employees and turned in to assigned fleet manager. The form will be placed in each vehicle and also available on the shared drive as needed.

SECONDARY EMPLOYMENT SECTION 6.03

A. POLICY

1. Time Conflicts: Full-time employment by the City of Norwood shall be considered an employee's primary occupation and take precedence over all other occupations. Full-time employees shall not have other employment which presents a "time conflict." A time conflict for purposes of this section exists when the working hours of a secondary job directly conflict with an employee's scheduled working hours or mandatory overtime obligations, if any, or when the demands of a secondary job prohibit adequate rest or otherwise affect the employee's job performance.

2. Interest Conflicts: No employee, regardless of employment status, shall have other employment which presents an "interest conflict" with their position. An interest conflict exists when an employee engages in any secondary employment which tends or may appear to compromise the employee's judgment, actions, or job

performance or conflict with the policies, objectives, and operations of the Employer.

3. Police Department: An interest conflict also exists for police department personnel if they engage in any employment or business involving the sale or distribution of alcoholic beverages or marijuana, work for bail bond agencies, perform investigative work for insurance agencies or private security services, or perform collection services for attorneys.

4. Uniforms and Equipment: No employee shall use Employer-owned uniforms or equipment in performing secondary job duties unless approved by the department head for special duty assignments.

B. PROCEDURE

1. Employees shall notify their department head in writing of any secondary employment (preferably prior to accepting such employment). The department head will thereafter notify the Appointing Authority of such secondary employment. This will be forwarded to Human Resources to place in file.

2. If the Appointing Authority feels an employee's secondary employment presents a conflict, the Appointing Authority may demand that the employee terminate the secondary employment relationship. Failure to follow such demand shall be cause for discipline.

3. Police officers shall notify the Police Chief in writing and receive permission from the Chief prior to accepting secondary employment.

TOOLS, SUPPLIES, EQUIPMENT, AND UNIFORMS SECTION 6.04

A. TOOLS, SUPPLIES, and EQUIPMENT

1. Tools, supplies, and equipment which are needed to perform job duties shall be properly used and maintained. An employee shall be held strictly responsible and accountable for equipment personally issued to the employee, in addition to any generally issued departmental equipment, tools, or supplies which are used by the employee.

2. Misuse, neglect, theft, and/or abuse of tools, supplies, or equipment is prohibited and shall subject an employee to appropriate disciplinary action. Accidents involving misuse or abuse of tools may also be cause for disciplinary action.

3. Employees may be required to pay for tools, equipment, and supplies lost or damaged, at the discretion of the appointing authority.

B. UNIFORMS

1. Some employees may be required to wear a uniform. Such uniforms may be supplied by the Employer or the employee may be given an annual allowance as determined by Council.

2. Employer provided uniforms will be replaced as needed, and remain property of the City of Norwood. When an employee terminates employment, he/she will be required to return all Employer provided uniforms.

3. Employees will be responsible for laundering their uniforms.

4. The clothing items purchased with the uniform allowance funds become personal property of the employee. Equipment and other items purchased with the uniform allowance funds remain the property of the City.

5. All items that are deemed to be safety related, and are mandatorily required to be provided by the City shall not be included in the uniform allowance. These items shall be provided to each and every employee, separate and apart from the uniform allowance system.

6. All employees shall understand all clothing purchased through the uniform allowance shall be used for work purposes and not for personal use. In the event the clothes purchased become used for personal use, they may be subject to added income according to the IRS regulations.

BULLETIN BOARDS SECTION 6.05

A. POLICY

1. Bulletin boards are a means for the Employer and the bargaining unit(s) to provide information to employees. The following information may be posted by employees on Employer bulletin boards:

   a. employee recreational and social affairs;

   b. notices of employee meetings;

   c. non-political publications.

2. No information may be posted on Employer-owned bulletin boards which contains:

   a. personal, scandalous, or derogatory attacks upon any employee, public official, governmental agency, organization, or group;

   b. unfavorable attacks or comments regarding a candidate for public office; or

   c. any material promoting or advocating any particular religion in the workplace.

PERSONAL INFORMATION RECORDS SECTION 6.06

A. POLICY

1. The Employer maintains and is responsible for personal information maintained concerning employees. "Personal information" includes all information about an employee as defined in O.R.C. 1347.01(E), and may include such information as:

    a. personal data;

    b. employment application documents;

    c. references;

    d. medical reports;

    e. documentation pertaining to an employee's change of status;

    f. performance evaluations;

    g. communications or disciplinary actions;

    h. paid and unpaid leave records.

2. The Employer shall only use the personal information in the personal information system in a manner consistent with the system and in accordance with O.R.C. Section 1347.01 et seq., O.R.C. Section 149.43 et seq., or as otherwise required by Ohio law.

B. PROCEDURE

1. Each employee shall be allowed to review the contents of the file(s) pertaining to them; maintained by the City at any reasonable time. Employees may also request that the Appointing Authority conduct an investigation to determine if the information in their file is accurate, relevant, timely, and complete. This investigation must occur within 90 days of written request by the employee. All information determined by the Employer to be inaccurate as a result of such investigation shall be noted as such and removed from the employee's file and placed in a separate inactive file. If the Employer determines the record to be correct, the employee may append a brief statement to the file. Personnel files are public records and subject to provisions in the Ohio Public Records Law.

2. Individuals requesting to obtain or review information about themselves must provide proof of identification.

3. The Employer will not initiate or contribute to any disciplinary action against an employee who brings to the attention of appropriate authorities, the media or any member of the public, evidence of unauthorized use of information contained in the personal information system.

4. The Employer shall monitor the accuracy, relevance, timeliness and completeness of its personal information systems, take reasonable precautions to protect personal information in the system from unauthorized and unlawful modification, destruction, use or disclosure, and shall collect, maintain and use only that personal information necessary and relevant to the Employer's functions.

5. Self Help to Records Prohibited:

   a. Employees may not copy or remove any record or writing, even those regarded as "public records," without first obtaining advanced written permission from the Mayor or designee, or without going through the process for obtaining public records outlined in the City's public records policy.

   b. No employee may copy, or use any agency writing, document, or record in any grievance, appeal, or legal action without having first obtained the written permission of the Mayor or designee. This particular policy does not apply to matters obtained through formal "discovery" under the Rules of Civil Procedure.

   c. No employee shall use a mechanical or electronic device to record any conversations, including, but not limited to, any meeting, hearing, or appeal involving the Employer or a representative of the Employer without the advance written permission of the Mayor or designee. Unauthorized recording shall result in disciplinary action.

   d. Except for official agency business, employees may not have any agency writing or document in their possession, unless obtained in accordance with this policy.

6. Violations: Misuse, removal, or destruction of Employer records without prior authorization shall result in termination of employment. Any former employee who is discovered to have obtained an unauthorized document or produced any unauthorized tape recording will be barred from reemployment by the City and may be subject to civil or criminal penalties.

REPORTING CHANGES IN PERSONAL INFORMATION SECTION 6.07

A. POLICY

1. Failure to report changes in personal information may prevent employees from obtaining or maintaining valuable employee benefits or services. It is each employee's responsibility to report any change of personal information within three (3) calendar days of the occurrence of the change. Notification shall be made to Human Resources, and changed in the HRIS system being utilized. Employees are able to make changes in the HRIS system being utilized by logging in.

2. For the purposes of this section, a change in personal information shall include the following:

   a. Name change;

b. Address change;

c. Phone number change;

d. Marital status change;

e. Changes which may affect employee benefits (i.e., insurance and pension(s) such as changes in dependents or beneficiaries);

f. Number of exemptions for tax purposes;

g. Citizenship;

h. Email change ;

i. HSA deduction change;

j. Other changes may apply.

B. PROCEDURE

1. Human Resources will make certain that notification of any change is forwarded to the department head, Appointing Authority's office, and Auditors office if applicable and needed information.

COMPUTER / INTERNET / ELECTRONIC MAIL POLICY SECTION 6.08

Employees may make limited personal use of the City's electronic systems (including email, internet, and other network resources), provided it does not interfere with work responsibilities or violate any City policies. Employees are expected to exercise good judgment and professionalism at all times.

All activity on City networks may be monitored and recorded. Misuse of electronic resources may result in disciplinary action, up to and including termination.

A. General Standards of Conduct for Internet Use:

1. Any use of City computers or on-line computer services to facilitate illegal activity is prohibited.

2. Use of the City's electronic services to access obscene or pornographic materials is prohibited, unless such use is authorized as part of a police investigation.

3. Use of the City's electronic services for political, commercial or for-profit purposes is prohibited. This includes buying, selling and bartering, including, but not limited to, the use of credit cards.

4. Disruption of electronic services, supporting equipment, or information available on it is prohibited, including, but not limited to, tampering with hardware or software, vandalizing or destroying data, introducing or using computer viruses, attempting to gain access to restricted information or networks, violating copyright laws, or installing non-City-owned software of any kind.

5. The use of electronic services to harass other users or to transmit materials likely to be offensive or objectionable is prohibited.

6. Users of electronic services are to protect themselves and others by not issuing or releasing confidential information, addresses, passwords or telephone numbers, remembering that on-line computer services are not private.

7. Employees shall not use a code or password, access a file or retrieve any stored information unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission. Any employee who violates this policy or uses electronic services for improper purposes shall be subject to discipline, up to and including discharge.

B. E-mail:

1. Any message sent or received via a City of Norwood e-mail system may be monitored by the Appointing Authority at any time, with or without prior notification. If the Appointing Authority discovers any misconduct or criminal activity, the information contained in such e-mail messages may be used to document such conduct and may be revealed to the appropriate authorities. All e-mail usage shall comply with the Appointing Authority's policy and all state and federal laws including those barring discrimination because of age, race, sex, religion, disability, sexual orientation, etc. Employees will not have access to e-mail after termination.

2. E-mail relevant to a specific topic should be printed and filed, if appropriate.

3. E-mail accounts are to be used only by the authorized owner of the account or another person with the owner's specific authorization.

4. Subscriptions to unrelated services or news groups is not allowed as they create unnecessary traffic on the e-mail system.

5. It is permissible to transmit documents via e-mail as attachments. However, transmitting copyrighted material including software, research data and manuscripts without the consent of the copyright holder is strictly prohibited.

6. Caution should be exercised before opening any attachment to any incoming e-mail. If the e-mail is of unknown origin, or is not business-related, the attachment should not be opened.

7. The use of personal e-mail is not forbidden, but should be used with common sense and restraint as is the telephone for personal business.

8. The downloading of files/programs for personal use from the Internet without advance permission is prohibited. Permission is obtained from the department head, Appointing Authority, or designee.

C. Standards of Conduct for E-mail on a City of Norwood Electronic System:

1. Do not overuse e-mail by sending courtesy copies of messages to people who do not need them. Similarly, it is not generally necessary to reply to an e-mail just to inform the sender that you have received it.

2. Be careful when forwarding e-mail messages. Use common sense: if you would not forward a copy of a paper memo with the same information, do not forward the e-mail.

3. Global transmission of e-mail is prohibited without the advance written permission of the Appointing Authority.

4. Be careful what you write. E-mail is not the same as conversation. It is a written record, can be duplicated at will, and may constitute a "public record."

5. Use normal capitalization and punctuation. Typing a message in all caps is bad "netiquette."

6. When replying to e-mail, it is often useful to include a portion of the original sender's message to put your reply into context. It is appropriate to delete unimportant portions of the original message in order to prevent the message from getting too long.

7. If a user discovers defamatory, disparaging, or otherwise damaging statements about the City of Norwood on the Internet, the user should inform the appropriate department head to follow-up on that discovery.

D. Use of the World Wide Web: The Internet is a powerful and useful tool for research and other functions. Employees are encouraged to develop computer and Internet skills to improve their job knowledge and to promote the interests of the City of Norwood. Employees should treat the Internet as a formal communications tool similar to the telephone, radio, video and written communications. All employees are responsible for their actions and communications using computers and the Internet.

USE OF TELEPHONES / CELL PHONE POLICY (INCLUDES PAGERS AND LAPTOPS) — SECTION 6.09

A. Scope: This policy applies to all employees under the Appointing Authority of the City who possess and use a cellular telephone, pager, or laptop computer purchased and/or provided by the City.

B. Purpose: This policy defines the conditions for which the City will provide a cellular telephone, pager, or laptop computer to an employee as well as the expectations for proper use of such City-issued equipment, and identify how personal use of such City equipment will be reimbursed by the employee using the fair market value on a per minute basis. This policy shall apply to all cellular telephones, combination radio/cellular telephones, related necessary accessories when provided by the City, and all applicable service agreements.

C. Policy: The City recognizes that cellular telephones, pagers, and/or laptop computers have become valuable tools for City officials and employees to enhance their productivity while working on behalf of City. This communications tool can provide an effective and efficient means to coordinate work activities, provide and/or receive needed information, deliver public services with minimal delay and assure personal and public safety; therefore, the cellular telephones, pagers, and/or laptop computers may be provided for use regarding official City business to those officials and/or employees whose jobs require the ability to have constant contact, in accordance with this policy. The City expects all officials and/or employees to have appropriate and reasonable use of all City-owned telephones, pagers, and/or laptop computers.

D. Procedure: It is the responsibility of each Appointing Authority to determine who, in their respective offices, shall be assigned a City-owned cellular telephone, pager, and/or laptop computer for official use. No official and/or employee shall be automatically eligible to receive a City-owned cellular telephone, pager, and/or laptop computer based solely upon position, title, or classification. In order to be eligible for a City-owned cellular telephone, pager, and/or laptop computer, the official and/or employee must meet at least one (1) of the following:

1. Public Safety: The City official and/or employee requires immediate and direct communication with local emergency responders in order to provide for the safety of the public.

2. Accessibility: The City official and/or employee, while working outside of the office, must initiate immediate and direct communication with their office and/or other public or private entities or persons to access information in order to conduct official City business in a timely fashion where there is a likelihood that conventional telephones will not be readily accessible.

3. Responsiveness: It is routinely necessary for other City officials and/or employees or members of the general public to reach this individual immediately and directly to discuss official City business when they are out of the office.

E. Acquisition and Return of City Cellular Telephones: Once a cellular telephone has been provided, the issuance will be tracked by the assigned City department and documentation will be made part of personnel file. (HRIS may be used to track) If a City cellular telephone, pager and/or laptop is damaged, lost, or stolen, it must be reported by the employee to their immediate supervisor as soon as possible; the immediate supervisor shall notify the Appointing Authority, who will make the necessary arrangements for termination of service and/or arrange a replacement.

When an employee no longer needs a cellular telephone, pager, and/or laptop, or terminates employment or otherwise loses the authorization to possess or use a City cellular telephone, pager and/or laptop, the employee shall return all City-provided cellular telephone, pager, and laptop equipment and/or accessories immediately.

F. City employees, with a cell phone that has been provided by the City to conduct business, may also use the cell phone for personal calls.

G. Even though personal calls are permitted, the employee is required to stay under the plan's free minutes. If an employee exceeds those minutes, the cost above the base bill must be reimbursed to the City. Personal calls shall not affect the employee's work performance and shall be kept to a minimum. Excessive personal use of cell phones during an employee's assigned work hours is prohibited and will be cause for disciplinary action as determined by the Appointing Authority or designee.

H. Officials and/or employees are advised that all communications including, but not limited to, voice mails, text messages, pages, and/or email communications, are not confidential and are subject to review for the purpose of enforcing the policies stated herein.

I. Employees will not be permitted to add a second line to a City-owned cell phone account for the employee's personal use.

J. Employees are expected to use discretion when bringing personal cell phones to work. Personal use should not interfere with work duties, disrupt others even when on authorized breaks. Use of cell phone while driving a City vehicle should comply with the rules of the state of Ohio.

SOCIAL MEDIA POLICY SECTION 6.10

A. Purpose: The purpose behind this policy is to make an employee aware of his or her privacy rights and prohibited conduct with respect to an employee's actions and its impact on the City. The policy also establishes guidelines to disseminate information about the City to its residents, corporate citizens, guests and fans. Moreover, this policy is intended to ensure efficient use of employee time and to minimize any distraction from an employee's assigned tasks and duties. It will also allow the City to ensure that the City's rules are followed and all employees are treated fairly.

B. Scope: All employees will be subject to and held accountable for any conduct outlined in this Social Media Policy. This policy works in conjunction with other related personnel policies and procedures.

C. Consent: An employee's use of such technology constitutes consent to being monitored by the City.

D. Social media refers to the use of websites such as but not limited to Facebook, YouTube, TikTok, X (formerly Twitter), LinkedIn, Pinterest, Whatsapp, Snapchat, WeChat, and Instagram. For purposes of this policy, Blogs and other internet forums of communication will be covered. Nothing in this policy is meant to prohibit access of a work-related website.

1. On Duty Conduct (Personal Social Media): Employees may access personal social networking sites, blogs, or other online platforms using personal devices only during approved breaks or other non-work time, so long as such use does not

interfere with job duties or disrupt the workplace. Discretion should be used at all times.

Access for work-related purposes or during other approved periods of downtime is permitted with supervisory approval. Inappropriate use or any activity that interferes with job performance may result in disciplinary action, up to and including termination.

2. Off Duty Conduct (Personal Social Media): An employee enjoys no expectation of privacy to information posted into cyberspace even while off duty. This includes anything posted to a social networking website, blog, or other similar internet forum of communication. Although information may be posted to a "private" webpage, the employee should be aware this information can still be accessed by the public and other sources in a number of ways. Because of this, an employee needs to use "common-sense" when posting comments, photos, opinions, or any other information related to his or her employment. By no means is this policy meant to infringe upon an individual's First Amendment rights. However, anything that reflects negatively on the City or its mission may be used as grounds for discipline up to and including termination. It should be recognized that the City shall not interfere with an employee's rights under R.C. 4117. The following are forbidden:

   a. Posting one's photograph while wearing the City's uniform (or other similar attire, which could be misidentified as the official uniform) and being engaged in situations which reflect negatively on the City;

   b. Posting pictures, videos, or comments that are insubordinate with respect to the employee's employment;

   c. Posting pictures, videos, or comments that constitute or could be construed as unlawful behavior;

   d. Knowingly or recklessly posting false information about the City, supervisors, coworkers, public officials, or those who have a relationship with the City. This also includes disparagement of a fictitious character or computer-generated likeness that resembles the above.

   e. Posting, transmitting, or disseminating any pictures or videos of official training, activities, or work-related assignments without the express permission of a supervisor.

   f. Posting pictures, videos, or comments that are sexual, violent, offensive, harassing, or pornographic in nature along with any reference to the City or an individual's employment.

3. City Administered Social Media: The establishment and use of Social Media for City business is subject to approval by the Safety/Service Director or designee. Employees administering Social Media sites on behalf of the City (ex. City website, City or Department Facebook page, etc.) must have permission of the Safety

Service Director or designee or Department Head and shall follow this Social Media Policy and all applicable federal and state laws and regulations.

a. City Social Media sites shall be clearly identified as maintained by the City;

b. Wherever possible, links shall be provided referring users to the City of Norwood website for forms, documents, online services and other information to conduct business with the City;

c. The Safety/Service Director shall appoint a designee to monitor content on the City's Social Media to ensure adherence to this Policy and the interest and goals of the City;

d. Violations of this policy and following comment guidelines should be reported to the Safety/Service Director or designee as soon as possible;

e. The City of Norwood's website shall be the primary and predominant internet presence for official information;

f. City Administered Social Media sites and comments by on behalf of the City are subject to the Ohio Public Records Act and may be a public record subject to public disclosure and the City's records retention schedule;

g. Employees representing the City must always conduct themselves as a representative of the City in accordance with all City policies, and may not comment on topics or issues not within the jurisdictional purview of the City;

h. The following comment guidelines shall be displayed on City Administered Social Media sites for access to any user:

COMMENT POLICY

i. As a public entity, the City of Norwood must abide by certain standards to serve all its constituents in a civil and unbiased manner.

ii. The intended purpose behind establishing City of Norwood social media sites is to disseminate information from the City, about the City, to its residents, corporate citizens, guests and fans.

iii. Comments containing any of the following inappropriate forms of content shall not be permitted on the City of Norwood social media sites and are subject to removal and/or restriction:

1. Comments not related to the original topic, including random or unintelligible comments;

2. Profane, obscene, violent, or pornographic content and/or language;

3. Defamatory or personal attacks;

4. Threats to any person or organization;

5. Comments in support of, or in opposition to, any political campaigns or ballot measures;

6. Solicitation of commerce, including but not limited to advertising of any business or product for sale;

7. Conduct in violation of any federal, state or local law;

8. Encouragement of illegal activity;

9. Information that may tend to compromise the safety or security of the public or public systems, or content that violates a legal ownership interest, such as a copyright, of any party;

10. Repetitive or duplicative posts by single or multiple users.

iv. A comment posted by a member of the public on any City of Norwood social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Norwood, nor do such comments necessarily reflect the opinions or policies of the City of Norwood.

v. The City of Norwood reserves the right to deny access to City of Norwood social media sites for any individual, who violates the City of Norwood's Social Media Policy, at any time and without prior notice.

vi. The City shall monitor their social media sites for comments requesting responses and for comments in violation of this policy.

vii. When a City of Norwood employee responds to a comment, in their capacity as a City of Norwood employee, the employee's name and title should be made available, and the employee shall not share personal information about themselves, or other City employees.

viii. All comments posted to any City of Norwood Facebook sites are bound by Facebook's Statement of Rights and Responsibilities and the City of Norwood reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

F. Employees on their personal social media shall not imply they are speaking on behalf of the City and shall include a disclaimer when speaking on certain matters affecting the City or the employee's employment.

G. Confidential Information: An employee shall not disclose any work-related confidential or proprietary information on any social networking website, blog, or other internet forum of communication. This can include information that may eventually be obtained through a valid public record's request.

H. Employees found to have violated any part of this policy may be subject to discipline up to and including termination.

I. Any deviation from the above policy shall be approved by the City.

J. Any questions regarding the policy should be directed to the employee's immediate supervisor.

CREDIT AND PROCUREMENT CARD USE SECTION 6.11

A. PURPOSE

The purpose of this policy is to establish the procedure and protocol for the use of the City procurement card, and other vendor supplied lines of credit (where applicable), to ensure that a City-issued purchasing card is closely monitored to provide for maximum security, and to guard against misuse and/or losses of public funds for which the City may be held liable. This policy is meant to comply with the mandates of 2018 H.B. 312, Section 1, enacted by the 132nd General Assembly and made applicable to the City as codified by Ohio Revised Code Section 717.31. All lines of City credit are to be used solely for the purpose of conducting City business and is not to be used at any time for personal expenses.

B. ELIGIBILITY

The Appointing Authority or designee shall identify those employees whose day-to-day responsibilities require access to credit in the above mentioned forms. In addition, the Appointing Authority or designee shall determine the appropriate credit limit for those individuals.

Personal use of City Credit and Procurement Card

1. Any use of the City procurement card or vendor supplied lines of credit for personal purchases is strictly prohibited and unauthorized. Such misuse may result in suspension or revocation of the employee's authorization to use the City procurement card and vendor supplied lines of credit, reimbursement to the City for unauthorized expenses, disciplinary action and/or referral for criminal prosecution.

2. All acts of omission by an employee resulting in a failure to comply with any provision of this Policy, including failing to immediately report a lost or stolen card, shall qualify as misuse of a City credit or purchasing card account and will be subject to appropriate action.

C. POLICY

1. The policy and procedures related to the usage of City credit or procurement cards are determined by the Auditor's office. Application of the policy and procedures has been set forth and will be applied to all employees when using City credit or procurement cards.

PWFA AND PUMP ACTS SECTION 6.12

PREGNANT WORKERS FAIRNESS ACT

A. The Pregnant Workers Fairness Act (PWFA) is a federal law that, starting June 27, 2023 requires covered employers to provide “reasonable accommodations” to a qualified worker’s known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer “undue hardship”. An undue hardship is defined as causing significant difficulty or expense.

B. “Reasonable accommodations” are changes to the work environment or the way things are usually done at work.

C. Possible accommodations include:

1. Being able to sit or drink water
2. Receiving closer parking
3. Having flexible hours
4. Receiving appropriately sized uniforms and safety apparel
5. Receiving additional break time to use the bathroom, eat, and rest
6. Taking leave or time off to recover from childbirth
7. Being excused from strenuous activities and/or exposure to chemicals not safe for pregnancy

PUMP ACT

A. The 2022 Pump Act requires employers to provide a reasonable break time for an employee to express breast milk for her nursing child in a space for one (1) year after the child’s birth each time the employee has the need to express milk. Employers must provide a functional place, available whenever needed, other than a bathroom, that is shielded from view and free from intrusion of coworkers and the public to be used by an employee to express the breast milk. An appropriate lactation space would include a chair, table, electric outlet, adequate ventilation, and ideally a sink or sanitizing wipes. The City of Norwood intends to comply with this requirement so long as it does not impose an undue hardship. Employees requiring such time shall contact their department head.

B. Employees shall be allowed access to a nearby clean and safe water source and a sink for washing hands and rinsing out any breast-pump equipment.

C. Employees shall have access to hygienic/refrigerated storage alternatives for the mother to store her breast milk.

IDENTITY THEFT PROTECTION SECTION 6.13

A. <u>Purpose:</u> The risk to the City, its employees, and customers from data loss and identity theft is of significant concern to the City and can be reduced only through the combined efforts of every employee and contractor. The City adopts this sensitive information policy to help protect employees, customers, contractors, and the municipality from damages related to the loss or misuse of sensitive information.

B. Scope: This policy applies to employees, contractors, consultants, temporary workers, and other workers at the municipality, including all personnel affiliated with third parties.

C. Definition of Sensitive Information: Sensitive information includes the following items whether stored in electronic or printed format:

1. Credit card information, including any of the following:

- Credit card number (in part or whole)
- Credit card expiration date
- Cardholder name
- Cardholder address

2. Tax identification numbers, including:

- Social security number
- Business identification number
- Employer identification numbers

3. Payroll information, including, among other information:

- Paychecks
- Pay stubs

4. Cafeteria plan check requests and associated paperwork

5. Medical information for any employee or customer, including but not limited to:

- Doctor names and claims
- Insurance claims
- Prescriptions
- Any related personal medical information

6. Other personal information belonging to any customer, employee, or contractor, examples of which include:

- Date of birth
- Address
- Phone numbers
- Maiden name
- Names
- Customer or account number

7. Municipal personnel are encouraged to use common sense judgment in securing confidential information to the proper extent. Furthermore, this section should be read in conjunction with the Ohio Public Records Act and the municipality's open records policy. If an employee is uncertain of the sensitivity of a particular piece of information, he/she should contact their supervisor.

D. Hard Copy Distribution: Each employee and contractor performing work for the municipality will comply with the following policies:

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with sensitive information will be locked when not in use or in locked room with limited authorized access only.

2. Storage rooms containing documents with sensitive information and record retention areas will be locked at the end of each workday or when unsupervised.

3. Desks, workstations, work areas, printers, and fax machines, and common shared work areas will be cleared of all documents containing sensitive information when not in use.

4. Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased, removed when not in use if containing sensitive information.

5. When documents containing sensitive information are discarded, they will be immediately shredded. City records, however, may only be destroyed in accordance with the City's records retention policy.

E. Electronic Distribution: Each employee and contractor performing work for the municipality will comply with the following policies:

1. Internally, sensitive information may be transmitted using approved municipal e-mail. All sensitive information must be encrypted when stored in an electronic format.

2. Any sensitive information sent externally must be encrypted and password protected and only to approved recipients. Additionally, a statement such as this should be included in the e-mail:

"This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited."

F. Duty to Report Suspicious Fraudulent Activity. All employees have a duty to identify and report any suspected fraudulent activity by another employee, customer, contractor, or vendor. Once potentially fraudulent activity is detected, an employee shall:

1. Gather all related documentation and write a description of the situation. Present this information to the department head or other designated authority.

2. The department head or other designated authority will determine whether the attempted transaction was fraudulent or authentic.

3. If a transaction is determined to be fraudulent one or more of the following actions will be taken:

   (a) the transaction will be canceled;

   (b) the appropriate law enforcement agency will be notified;

   (c) the City's law director will be contacted and the extent of the City's liability be assessed; and

   (d) the actual customer who's identify may have been compromised will be notified that a fraud has been attempted.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) SECTION 6.14

PURPOSE

To identify the responsibilities of the City of Norwood under the privacy regulations issued by the US Department of Health and Human Services through the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

A. POLICY

1. Protected Health Information: The City must ensure the privacy of "protected health information." This term is defined as information that:

   a. Is created or received by an Employer;

   b. Relates to an individual's health, provision of care or payment for care; and

   c. Identifies or could reasonably be used to identify the individual.

Protected health information (PHI) includes such information maintained or transmitted in any form. Thus, electronic information, paper records and oral communications are all subject to the privacy rules.

B. PROCEDURE

1. Disclosing Health Information: Subject to certain exceptions, the City may not use or disclose protected health information (PHI) for purposes other than for treatment, payment or health care operations without the employee's consent. When it is necessary to release PHI, the City will comply with the standards and procedures set forth in the HIPAA regulations.

When using or disclosing protected health information, the City will make every reasonable effort to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.

2. A breach of patient confidentiality of protected health information (PHI) by an employee may result in disciplinary action, up to and including termination of employment.

NO EMPLOYEE EXPECTATION OF PRIVACY SECTION 6.15

A. Employees working for the City of Norwood should have no expectation of privacy from the Employer or a representative of the Employer in regards to anything maintained or stored in any desks, lockers, vehicles, equipment, or other items owned, rented, leased or operated by the City. Such furniture, vehicles, equipment, etc. shall be subject to search by the Employer or a designee at any time for any reason.

B. Employees should also have no expectation of privacy from the Employer or a representative of the Employer in regards to any information stored on or recoverable from any computer, cell phone, I-pad, or other electronic device owned, rented, leased or operated by the City or used by the employee in the conduct of his/her duties as a City employee.

REMOTE WORK POLICY FOR CITY EMPLOYEES SECTION 6.16

PURPOSE

The purpose of this Remote Work Policy is to establish guidelines and procedures for city employees who may be eligible to work remotely when deemed appropriate and approved. *Remote work is not considered typical for the City but allowed when approved within reason*. Remote work offers flexibility for certain circumstances while maintaining the quality of service to the community. This policy outlines the expectations, responsibilities, and procedures related to remote work arrangements for city employees.

A. POLICY

1. Eligibility
   a. Remote work eligibility is determined by the employee's Appointing Authority and approved through memo to employee and copied to HR for personnel file that includes approved remote schedule.

   b. Eligibility criteria may include job function, performance, accessibility, and operational requirements.

c. Not all positions may be suitable for remote work due to the nature of the work or operational needs

d. Random one day remote requests do not qualify for remote work. Appointing Authorities may approve occasional remote days based on need of department and employee without official memo.

2. Remote Work Arraignment
   a. Remote work may be either of a consecutive or multi-day nature, temporary or permanent, depending on departmental and operational requirements.
   b. Employees approved for remote work must adhere to their regular work schedule unless otherwise agreed upon with their Appointing Authority.
   c. Employees must ensure that they have access to necessary equipment, technology, and resources to fulfill their job responsibilities remotely. This may be employer provided.
   d. At times the employee may be required on a remote day to come into the worksite for such things as in person meetings and other projects. The expectation of on site work is still in place and can be required at any time.
3. Work Environment and Safety
   a. Employees are responsible for ensuring a safe and suitable work environment at their remote location.
   b. Employees must comply with all health and safety regulations applicable to their remote work environment.
   c. Any injuries sustained during remote work must be reported promptly in accordance with city policies.
4. Communication and Collaboration
   a. Employees are expected to maintain regular communication with their supervisors and colleagues while working remotely.
   b. Meetings, both internal and external, may be conducted virtually using approved communication and collaboration tools.
   c. Employees should respond promptly to emails, calls, and messages during their designated work hours.
5. Data Security and Confidentiality
   a. Employees must adhere to all city policies and procedures related to data security and confidentiality.
   b. Confidential information must be handled securely and not disclosed to unauthorized individuals.

   c. Employees should use encrypted and secure channels when accessing city data and systems remotely.

6. Performance and Accountability
   a. Remote work arrangements are subject to ongoing performance evaluation and may be adjusted or terminated at any time for any legal reason or for no reason.

   b. Employees must meet the same performance standards and expectations as when working on-site.

7. Termination of Remote Arrangement
   a. Remote work arrangements may be terminated by either the employee or the city at any time, for any legal reason or for no reason.

8. Policy Acknowledgement

   All employees approved for remote work must acknowledge receipt and understanding of this Remote Work Policy. Failure to comply with the provisions outlined in this policy may result in disciplinary action, up to and including termination of employment.

ETHICS IN PUBLIC EMPLOYMENT AND PUBLIC ACCOUNTABILITY **SECTION 7.01**

A. POLICY

1. All employees are expected to maintain the highest possible ethical and moral standards and to perform within the laws of the State of Ohio and other rules and regulations as may be set forth by the Employer. It is important to remember that the compensation of all employees is paid through taxes and user fees. Therefore, each employee assumes the responsibility to serve the public in an honest, effective and friendly manner.

2. In recognition of same, no employee shall:

   a. Use their position for personal gain or engage in any transaction which is in conflict with the proper discharge of the employee's official duties.

   b. Use or disclose confidential or proprietary information concerning the property, government or affairs of the City without proper legal authorization.

   c. Solicit or accept anything of value, whether in the form of service, loan, item, or promise from any person, firm, or corporation which is interested directly or indirectly in any manner whatsoever in business dealings with the City.

   d. Accept from any person, firm, or corporation doing business with the City, any material or service for the private use or benefit of the employee.

   e. Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper performance of the employee's official duties or would tend to impair independent judgment or action in the performance of official duties.

   f. While an employee, or for one (1) year thereafter, represent another person before a public agency on any matter in which the employee personally participated as an employee.

   g. Receive or agree to receive outside compensation for services rendered in a matter before any office or department of the City unless excepted as provided in O.R.C. Section 102.04.

   h. Have a personal interest in a contract with the City or use their position or authority to secure approval of a public contract in which the employee, a member of the employee's family or business associate has an interest.

B. PROCEDURE

1. Any employee in doubt as to the application of this Section or other ethics laws or regulations may seek the advice of the Ohio Ethics Commission.

2. Employees shall be provided with a copy of Ohio's Ethics Laws, O.R.C. Section 102, at commencement of employment.

3. For purposes of public accountability, all employees, including overtime exempt employees, are expected to work a regularly scheduled work week. Public employees are expected to expend funds solely for authorized expenditures, whether in the scope of employment or otherwise.

TARDINESS SECTION 7.02

A. POLICY

1. Habitual tardiness is inexcusable and shall not be tolerated. Tardiness is defined as any situation where an employee reports to work after the employee's scheduled starting time, and such tardiness is not excused. Employees who are tardy shall not be paid for the period of time the employee is tardy.

2. The discipline policy and procedures will be applied as required and outlined in Chapter 8 for habitual tardiness.

ABSENTEEISM AND NOTIFICATION OF ABSENCE SECTION 7.03

A. POLICY

1. .Each employee is expected to report to work each workday and maintain a good attendance record. Employees who are unable to report to work must notify their supervisor by phone as soon as possible, providing the reason for the absence and an estimated date of return.

2. Absenteeism increases the workload of other employees and affects the quality of public services. An employee is absent for purposes of this section if they fail to report to work for an entire workday or leave work prior to the scheduled quitting time, and such absence has not been excused (as defined below) or for which the payment of sick leave as defined in this manual has been denied. In addition to not being paid for the time absent (to the next quarter (¼) hour), employees shall be subject to discipline as outlined in Chapter 8.

   Any employee who fails to report to work as scheduled without having such absence approved in advance by the Employer (i.e., vacation, court leave, military leave, etc.) or without proper notice shall be considered absent without approved leave. Any employee absent without approved leave shall be subject to disciplinary action.

3. Employees may be excused for absences for legitimate reasons if the notification procedures contained herein and otherwise in this manual are met. The Employer reserves the right to deny approval of otherwise legitimate excuses for employees who demonstrate a pattern of such absences.

4. Voluntary Resignation: If an employee fails to report to work at their regularly scheduled time and remains absent for three (3) or more consecutive workdays without reporting such absence, the Employer may deem such absence a voluntary resignation.

B. PROCEDURE

1. Notification: Absent employees must report to the employee's supervisor or designee by one (1) hour before the employee's scheduled starting time on each day of absence, and explain the reason for the absence. Upon return to work, the employee shall report to the employee's department head to further explain the reason for the absence and to provide all documentation required to substantiate the absence. If medical in nature, collection of medical slips should be done by the HR office to protect confidentiality and related policy and regulations

2. Application of Discipline: This is applied as outlined in Chapter 8.

3. Voluntary Resignation Procedure: If an employee fails to report to work at their regularly scheduled time and remains absent for three (3) or more consecutive workdays without reporting such absence, the Employer will attempt to contact the employee at their last known address and notify them that failure to immediately return to work will be deemed a voluntary resignation of their position. If the Employer cannot locate the employee, or if the employee, after notification, fails to return to work, the Employer will deem such action a voluntary resignation and will remove the employee from the payroll. Any such employee may be reinstated with acceptable explanation to the Appointing Authority and Civil Service Commission within thirty (30) days.

SOLICITATION AND DISTRIBUTION SECTION 7.04

Non-solicitation/Distribution: Solicitation is the act of requesting an individual to purchase goods, materials or services, or a plea for financial contribution. Distribution is an act of distributing goods, materials and/or written literature. There shall be no solicitation or distribution by non-employees at any time on any Employer property or in any work area. This section shall not apply to vendors.

PERSONAL APPEARANCE/DRESS CODE SECTION 7.05

A. The Employer reserves the right to prescribe appropriate dress and grooming and to set standards which are deemed to be in the Employer's best interest. Appropriate dress codes will be established by the Appointing Authorities and Supervisors of each department. Departmental dress codes will be disseminated by the Appointing Authority or designee to staff so employees are aware of expectations.

B. The Employer requires that an employee's clothing, grooming and overall appearance be appropriate, in good taste, present a favorable public image and be in conformity with regulations established by the Employer due to the specialized nature of service provided or the employment position maintained. Each Appointing Authority may prescribe appropriate dress and grooming standards which may differ from what has been prescribed City-wide.

C. Clothing shall be conducive to the safe and effective performance of required job duties.

DRUG AND ALCOHOL-FREE WORKPLACE — SECTION 7.06

A. POLICY

1. The City of Norwood, Ohio is committed to upholding legal, ethical, and moral responsibilities in its governance and ensuring a safe and healthy workplace for its employees. This includes addressing the risks of substance abuse and its potential harm to employees, the City, and its citizens. Compliance with this policy is required for all City employees, and the City is dedicated to protecting the safety, health, and well-being of its employees and the community.

2. Likewise, it is the City's additional purpose(s) and intent to accomplish the following with the establishment of this policy:

   a. To comply with Federal Department of Transportation regulations regarding employees holding a Commercial Drivers Licenses (CDL).

   b. To comply with all applicable federal and state laws and regulations.

   c. To reduce the number of accidents and injuries to employees, other persons and property.

   d. To reduce absenteeism and tardiness, and to increase the productivity of all employees of the City

   e. To help ensure the reputation of the City as a whole and of the City's employees throughout the community.

   f. It is with these stated goals in mind that the City issues this policy, declaring itself a *Drug and Alcohol-Free Workplace* and hereby issues these accompanying rules regarding drug and alcohol use in the workplace for the City.

3. Additionally, the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled or illicit substance is prohibited in the workplace.

B. Definitions

1. Accident-- an unexpected and undesirable event resulting in damage or harm. For the

purposes of this policy, the resulting damage or harm may constitute an injury which requires off-site medical attention be given to a person or damage to one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be towed away from the scene; or other property damage beyond minimal repairs.

2. Alcohol-- means any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol. This includes over-the-counter and prescribed medications which contain more than one-half (1/2) of one percent (1%) of alcohol by volume.

3. Alcohol Testing-- the testing for alcohol content by Breath-Testing Device or other Department of Transportation (DOT) approved device. DOT approved devices and procedures will also be used for non-DOT alcohol tests

4. Drug-- means a controlled substance as defined as a drug, compound, mixture, preparation or substance including but not all inclusive in the following and also defined by law:

    - Amphetamines
    - Cannabanoids (THC)
    - Cocaine
    - Opiates
    - Phencyclidine (PCP)
    - Benzodiazepines
    - Proproxyphene
    - Methaqualone
    - Methadone
    - Barbiturates
    - Synthetic Narcotics
    - Illicit and volatile Substances as defined in law and statue.

5. Drug or Alcohol Rehabilitation Program-- means a service provider that provides confidential, timely, and expert identification, assessment, treatment and resolution of employee drug or alcohol abuse.

6. Drug Test-- means a chemical, biological, or physical instrumental analysis administered by a qualified laboratory, for the purpose of determining the presence or absence of a drug or its metabolites or alcohol.

7. Employee Assistance Program (EAP)-- means an established program providing:

    a. Professional assessment of employee personal concerns.
    b. Confidential and timely services to identify employee alcohol or drug abuse.
    c. Referrals of employees with alcohol or drug abuse issues for appropriate diagnosis, treatment, and assistance.

d. Follow-up services for employees who participate in a drug or alcohol rehabilitation program and are recommended for monitoring after returning to work.

8. Illicit Substance-- means those prescription drugs used illegally or in excess of therapeutic levels as well as illegal drugs.

9. Medical Review Officer (MRO)-- means a licensed physician with knowledge of substance abuse disorders, laboratory testing, and chain of custody collection procedures, and who has the ability to verify positive, confirmed test results. The MRO shall possess~~s~~ the necessary medical training to interpret and evaluate a positive test result in relation to the person's medical history or any other relevant biomedical information.

10. Qualified Laboratory—Outside vendor must meet quality assurance and chain-of-custody requirements, including completing Chain of Custody forms for specimen collection and testing. Such vendor must comply with all confidentiality requirements.

11. Reasonable Suspicion-- as used in this policy, the term reasonable suspicion means, a belief that an employee is using or has used drugs or alcohol in violation of this policy, drawn from specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience, training, or education.

12. Refusal to Submit-- means the failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; or, the failure to provide adequate urine for controlled substances testing without a valid medical explanation after the employee receives notice of the requirement of urine testing; and/or engaging in conduct that clearly obstructs the testing process.

13. Safety Sensitive Position(s) -- Those jobs, position, work-related function, or job task designated as such by the employer, which through the nature of the activity could be dangerous to the physical well-being of or jeopardize the security of the employee, co-workers, customers or the general public.

14. Substance Abuse Professional-- A licensed or certified psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

15. Volatile Substance-- means any glue, cement, paint or other substance of similar nature.

C. Applicability

1. This policy applies during all working hours, while on call or paid standby and while performing work on behalf of the City while on or off City property.

D. Policy Requirements

1. The City shall conduct substance abuse awareness training for all employees. This substance abuse awareness training shall consist of the following minimum requirements:

    a. New Hire orientation will include review of the policy and if supervisor position the roles and responsibilities of the position as related to the drug work place policy. Training on awareness of substance abuse problems, reporting and resources will be included in this orientation.

        Public Employees Assistance Program (PEAP), alcohol and substance abuse awareness training will be established and administered by the HR department for all new hires and employees as needed or required by BWC guidelines.

    b. Supervisory personnel shall receive training at least one hour of training related to drug and alcohol awareness and abuse recognition and skill building to teach a supervisor how to observe and document employee behavior and intervene when reasonable suspicion exists of substance use as needed and following BWC guidelines. Refresher training will be offered as needed. The City will determine vendor or best options for this training.

Note: The City's Drug & Alcohol-Free Workplace Program shall include controlled-access maintenance in the Human Resources Department, of business records including the names and position titles of all employees and supervisory personnel trained under the program as described above, and the names of all persons who presented alcohol and substance abuse awareness training.

Note: Should any portion of this policy dealing with the actual administration of this policy be amended, employees shall be provided with copies of any administrative change or modification and given an opportunity to ask questions and obtain answers regarding any administrative change(s) in this policy.

E. Drug and Alcohol Testing

1. The City currently will determine a laboratory of choice for the collection of urine samples in the case of testing for controlled substances, and for the administration of breathalyzer tests for alcohol concentration. *The same applies to* the City's third-party administrator of choice for the random selection category of testing. The vendor will be known to employees and notification made if need for a change. The vendor is responsible for management of specimen and related items.
2. ODAC Onsite Drug and Alcohol Collection Service is considered preferred Qualified Laboratory outside regular business hours vendor.
3. Alternate Qualified Laboratories are permissible in emergency situations where preferred vendors are not reasonable available.
4. Preferred Drug Testing Vendor may be changed as needed but changes will be communicated with all employees.
5. Any Employee being required to test or remain available for a test shall be considered on-duty and compensated at the appropriate rate of pay.
6. The City shall administer alcohol and drug tests in circumstances which include:

a) Pre-Employment Testing

Breath alcohol and urine drug testing shall be required of all applicants after their receipt of a conditional offer of employment.

After receiving the conditional offer of employment, applicants will have 48-hours to submit to testing at the current City testing facility. Each offer of employment by the City shall be conditional upon the passing of controlled substance and alcohol tests.

Refusal by any applicant for employment with the City to take the controlled substance test will result in the conditional offer of employment being withdrawn. All testing under this policy will be in accordance with Testing Protocols described elsewhere in this policy.

1. An applicant with a confirmed positive test for controlled substances and/or alcohol in a concentration of 0.04 or greater, (.02 if CDL is required as a condition of the position) which is not legitimately explained to and accepted by a Medical Review Officer of the City's choosing, shall not be considered for employment.

2. Any applicant who fails a controlled substance test shall not be considered for future employment with the City.

3. Any applicant who refuses to take a controlled substance test shall be disqualified from future consideration for employment.

4. Any applicant who tampers with, or attempts to tamper with, a urine specimen in any manner shall be disqualified from current and future consideration of employment with the City.

5. An applicant whose positive test is confirmed and upheld by the Medical Review Officer (MRO) may request that the same sample be retested at the employee's expense at a City approved laboratory.

6. Individuals undergoing pre-employment testing shall not begin official employment with the City until after all test results are received and shown to be negative. Upon receipt of the test result, positive or negative, the City designee shall inform the appropriate Department Head of the results.

b) Reasonable Suspicion Testing

A reasonable suspicion test shall be based on a belief that an employee is using or has used drugs or alcohol in violation of this policy, drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience, training or education. The reasonable suspicion testing shall be based upon:

1. Observable behavior, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the

influence of drugs or alcohol, such as, but not limited to, slurred speech, dilated pupils, odor, dynamic mood swings,
2. A pattern of abnormal conduct or erratic behavior which appears to be related to substance use or misuse and does not appear to be attributable to other factors;
3. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use or trafficking;
4. A report of alcohol or other drug use provided by a reliable and credible source;

Determination and Process for Reasonable Suspicion Testing:

1. The observing Supervisor/ Managements shall obtain the assistance of the Safety Service Director, the Department Head, HR Director or another supervisor to determine and confirm reasonable suspicion and the need for testing.

2. If it is determined that there is in fact, reasonable suspicion that the employee is under the influence of drugs and/or alcohol, the observing Supervisor or his/her designee will notify the employee and remove them from duty immediately and accompany him/her to the testing site. If not on duty and reasonable suspicion concern, the supervisor with HR assistance will make determination of timing.

3. The Appointing Authority or his/her designee and the Human Resource Director shall be notified immediately of any indication of reasonable suspicion by the Department Head or his/her designee.

4. Both the observing Department Supervisor and the Appointing Authority or his/her representative will review the policies and procedures herein and if necessary, make arrangements with the testing facility to conduct reasonable suspicion drug and/or alcohol testing.

5. The observing Supervisor and/or designee shall accompany him/her to the testing site and remain at the testing site with the employee being tested, until the collection process is completed. Any employee who is tested for reasonable suspicion shall be placed on leave with pay until the results of the test are known. After submitting to the drug/alcohol test, the employee may not return to work until the results of the test are known and only then if the results are negative. Only the Appointing Authority, or his/her authorized designee may order a reasonable suspicion test.

3. Post- Accident Testing

a) Drug and alcohol testing will be conducted following an employee's involvement in an accident on or off the City's premises while on duty, or in the course of employment for the City, of which one or more of the following:

- The accident involves the loss of human life or bodily injury to any person who, because of the injury, receives emergency medical treatment requiring off-site medical attention; or
- The employee receives a citation under state or local law for a moving traffic violation arising from the accident or;
- One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be towed away from the scene; or other property damage beyond minimal repairs.

b) Some accidents may not require post-accident drug testing as follows:

1. The Injury was not serious even though off-site medical attention was required; (example: minor cut requiring a tetanus shot)
2. The nature of the injury is common to the employee's job function;
3. There was no violation of work rules;
4. There was no reasonable suspicion indicated by the accident investigation.
5. No-fault accidents such as animal strikes while driving, windshield strikes/ breaks and, slip and trip on wet floor or uneven surfaces and a similar would not require drug screening if determined by appointing authority or designee as not needed.

c) An employee involved in an accident while on an out-of-town assignment, shall notify his/her Supervisor or designee as soon as possible but no later than two (2) hours after the accident occurred. The Supervisor shall notify the Appointing Authority and HR or his/her designee to discuss possible drug/alcohol testing requirements.

4. Return-To Duty Testing

a) The employee may resume regular duties only after the employee tests negative in an alcohol and/or controlled substance test administered by the approved testing site and/or can provide a release to return to work from an appropriate substance abuse treatment facility or confirmation of continued and on-going participation in a recognized substance abuse assistance program if applicable. An employee must test negative within a reasonable period of time from receipt of the initial test results not to exceed forty-five (45) days.

5. Testing Protocol-

The collection of samples and administration of drug and alcohol tests shall follow all current federal Department of Health and Human Services or mutually agreed upon standards, procedures and protocols set forth by this policy. Test results will be obtained by a qualified laboratory as defined elsewhere in this policy and results shall undergo a medical review as follows:

a) All test results shall be submitted for medical review by a Medical Review Officer (MRO) of the Qualified Laboratory, who shall consider the medical history of the employee or applicant, as well as relevant biomedical information and workplace exposure.
b) If there is a positive test result, the employee or applicant shall be given an opportunity to report to the MRO the use of any prescription or over-the-counter medication and documented workplace exposure.

c) If the MRO determines that there is a legitimate medical explanation for a positive test result, the MRO may certify that the test results do not indicate the unauthorized use of alcohol or a controlled substance. The employer receives a negative result.

d) If the MRO determines, after appropriate review, that there is not a medical explanation for the positive test result other than the unauthorized use of alcohol or a prohibited drug, the MRO shall refer the individual tested to the HR Director or his/her authorized representative for further proceedings in accordance with this Drug Free Workplace Policy.

6. The testing process is as follows:

a) Any employee who has been ordered to undergo testing for drugs and/or alcohol shall receive a notice from Supervisor if reasonable suspicion. Accident/ Injury should follow policies set forth in this document.

b) Employees shall report to the collection site within 60 minutes after being provided the notification to test. In the case of reasonable suspicion testing, a supervisor or designee shall escort the employee to the collection site. Drug testing shall be conducted by urine sample while alcohol testing shall be performed using a breath alcohol testing/screening device. Drug and alcohol analysis shall be performed by a trained technician. All testing shall follow the prescribed standards, procedures and protocols set forth by testing site.

c) To ensure that the test specimen is actually that of the donor, collection site staff shall require positive identification of the test subject.

d) Alcohol
The City shall require all tests for alcohol to be performed by a certified Breath Alcohol Technician (BAT). A confirmatory evidential breath test (EBT) result of no more than 0.04 breath alcohol concentration is considered a positive result.

e) Drugs

An eleven-panel urine test shall be conducted and shall include analysis for the following substances with non- DOT cut off levels:

1. Amphetamines; 500 ng/ml (nanograms per milliliter)
2. Cannabinoids/THC; 50 ng/ml
3. Cocaine; 300 ng/ml
4. Opiates; 2000 ng/ml
5. Phencyclidine (PCP); 25 ng/ml
6. Benzodiazepines; 300 ng/ml
7. Propoxyphene; 300 ng/ml
8. Methaqualone; 200 ng/ml
9. Methadone; 300 ng/ml
10. Barbiturates; 300 ng/ml
11. MDMA/ MDA (; 50ng/ml

* DOT cut off levels may vary then above and testing site will use those for CDL/ DOT

f) If an employee receives a positive result on a drug or alcohol screening, the employee may request an immediate additional blood test, provided the employee has not left the custody of the testing contractor.

1. All testing will be conducted in accordance with the City's established testing protocols, which shall govern the administration of the initial screening and any subsequent or confirmatory testing. The City may take appropriate action based on the initial test results in accordance with this policy, and such action will remain in effect pending the outcome of any additional or confirmatory testing.
2. Following completion of the screening process, including any additional or confirmatory testing, the City may consider the results of any additional testing when determining appropriate employment action; however, such results do not supersede or invalidate the City's testing protocols or the

initial test results, and should not be interpreted as overriding the City's authority under this policy.

3. Any additional testing requested by the employee beyond the initial screening will be at the employee's expense.

1. Prohibited activities involving the use of alcohol or controlled substances are listed in the following paragraphs.

   1. Alcohol

   Prohibited conduct involving the use of alcohol includes the following:

      a) The performance of or being immediately available to perform work duties while having an alcohol concentration greater than 0.04.

      b) The consumption of alcohol or products containing alcohol during the performance of or being immediately available to perform work responsibilities.

      c) The performance of those responsibilities designated as Safety Sensitive, within four hours after using alcohol.

      d) The transportation of alcoholic beverages within City owned vehicles or equipment is strictly prohibited.

      e) The use of alcohol for eight hours immediately following an accident requiring a post-accident alcohol test or until a post-accident test is administered, whichever occurs first.

      f) Refusal (which is defined elsewhere in this policy), to submit or cooperate with any of the required testing types.

      g) The operation of a City-owned vehicle following consumption of alcoholic beverages may be considered a violation of this policy and may result in disciplinary action which may include termination of employment.

      h) Alcoholic beverages in open or closed containers are strictly prohibited in City owned vehicles and equipment**.** Exceptions may apply if in vehicle due to in course of responsibilities such as evidence for police.

Note: Alcohol includes any intoxicating agent in beverage alcohol, methyl, and isopropyl alcohol whether used for medicinal purposes or not. Many over-the-counter and prescription medications contain high percentages of alcohol their use and effects relating to a positive test should be discussed with MRO in the event of a positive test.

2. Drugs or Controlled Substances

Prohibited conduct involving the use of drugs or controlled substances includes, but may not be limited to the following:

a) The illegal or unauthorized use of prescription drugs is strictly prohibited. It is a violation of the City's Drug Free Workplace Policy to intentionally misuse and/or abuse prescription medications.

All doctors' statements and related medical information shall be confidential and maintained in a separate medical file in the Human Resources Department.

b) Testing positive for any of the prohibited substances at levels outlined in Policy during the performance work responsibilities.

c) Refusal (as defined elsewhere in this policy) to cooperate with any of the requested testing types.

d) Tampering with or attempting to alter, or actual altering of a test specimen is strictly prohibited and is grounds for immediate termination from employment with the City if found guilty after required disciplinary procedures

3. Volatile Substances

a) The intentional misuse, manufacture, sale, distribution, dispensation, or possession of a volatile substance as defined by law which includes any glue, cement, paint or other substance containing a solvent or chemical having the property of releasing toxic vapors or fumes which when intentionally inhaled may cause a condition of intoxication, inebriation, stupefaction, dulling of the brain or nervous system, or distortion or disturbance of auditory, visual, or mental processes while at work, while on City property, or while conducting City business while off City property, is strictly prohibited .
b) Such misuse shall also be reported to law enforcement officials.

G. Consequence of Engaging in Prohibited Conduct

Violating this policy may result in disciplinary action, up to and including termination. When an employee engages in prohibited behavior involving drugs, controlled substances, or volatile substances — and a reasonable suspicion, post-accident, or follow-up test is confirmed positive by the Medical Review Officer (MRO) for a non-medical or non-biomedical cause the City will review the circumstances and determine appropriate discipline. All provisions of this manual shall be applied in conjunction with all relevant Civil Service rules and the terms of any applicable Collective Bargaining Agreements.

In determining discipline for a first offense, the City will consider:

- The seriousness of the violation
- Whether the conduct created a safety risk including whether the employee's impairment or prohibited substance use placed themselves, coworkers, or members of the public at risk of harm. Any conduct that compromises the safety of the public, interferes with emergency response, or jeopardizes the safe operation of City equipment will be treated as a serious factor in determining discipline.
- The employee's work history and prior performance
- Whether the employee is willing to participate in evaluation, counseling, or treatment recommended by a Substance Abuse Professional (SAP) as deemed appropriate.
- Whether the employee self-reported concerns prior to the incident
- Any known, documented exposure due to job duties

When appropriate and consistent with maintaining a safe workplace, the City may allow an employee a last-chance opportunity that includes mandatory participation in treatment, compliance with SAP recommendations, and follow-up testing. This option is not guaranteed and will depend on the totality of the circumstances.

Employees with known exposure due to job duties will receive special consideration; however, this does not limit the City's right to impose discipline, including termination, for serious misconduct associated with drug or alcohol use.

- **Secondary / Additional Offenses**

After review, secondary or subsequent offenses are generally grounds for more serious disciplinary action, up to and including termination. While the City will still consider the circumstances of each case, repeated violations demonstrate a pattern of unsafe or unacceptable behavior and will be treated accordingly.

Employees with known, reported exposure due to job duties will receive special consideration; however, this does not limit the City's right to impose additional discipline for severe or repeated misconduct associated with drug or alcohol use.

H. Consequences of Refusal to Submit to an Alcohol or Controlled Substance Test

1. An employee is considered to have refused to submit to testing when he or she:

    a) Fails to appear for any test within 60 minutes: or

    b) Engages in conduct that clearly obstructs the testing process; or

    c) Fails to provide enough urine for drug testing or an adequate amount of breath for alcohol testing and there is no medical explanation for the failure to produce; or

    d) In the case of directly observed or monitored drug test collection, the employee submitting the specimen fails to permit the observation or monitoring of his or her provision of the specimen; or

e) Fails to or declines to take a second drug test when directed by an employer or collector allowable by this policy; or

f) Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process; or

g) Fails to cooperate with any part of the testing process.

2. Failure to submit to an alcohol or controlled substance test as described above will result in immediate termination.
3. A judgment of “refusal to submit” will not apply to pre-employment testing, unless the applicant has begun the testing process and leaves or engages in conduct that clearly obstructs the testing process.

I. Employee Assistance Program

1. Alcoholism and controlled substance addiction are recognized as diseases responsive to proper treatment. The City provides a level of care through its Public Employee Assistance Program (PEAP).All employees shall be given information about PEAP including phone numbers at the time of his/her orientation.

    1. All employees are strongly encouraged to voluntarily contact the Employee Assistance Program if they believe they might have a problem with drug or alcohol abuse.

    2. Other resources for information:
    800 356-9996 ………………. Al – Aanon
    800 527-5344 ………………..American Council on Alcoholism
    800 662-4347 ………………..Center for Substance Abuse Treatment

    3. If an employee covered by this policy has been identified by a Substance Abuse Professional (SAP) as needing assistance in resolving problems associated with alcohol or controlled substances, the employee shall be subject to follow-up testing as prescribed elsewhere in this policy. The SAP shall be either a licensed physician, certified psychologist, social worker, employee assistance professional or addiction counselor.

    4. Employees who voluntarily report a substance abuse problem prior to being required to take a controlled substance or alcohol test as defined in this policy, may not be subject to discipline if they have voluntarily and conscientiously sought substance abuse assistance and have agreed to a treatment plan.
    5. Once an employee falls into any one of the above categories, any attempts to self-identify and enroll in appropriate substance abuse program will not preclude disciplinary action proportional to the offense.

J. Records Retention, Release and Confidentiality

1. The City shall maintain records of activities related to these Drug Free Workplace policies and procedures. All employee records regarding drug or alcohol testing are considered confidential and will be kept under controlled access, separate and apart from the employee's standard personnel file. Employee records may not be released except upon written request of release by the employee, the release is ordered by a court or tribunal of competent jurisdiction or the release is to be used in a proceeding related to a benefit sought by the employee, such as worker's compensation or unemployment insurance.

2. The City shall maintain records and documents of all alcohol and drug test results, schedules for follow-up tests and records relating to evaluation and referrals as required.

K. City Financial Assistance

A. The City and/or Department dependent on how budget established will pay for all conducted tests as described in this policy unless the employee seeks testing on their own after two positives for same event. Employees may utilize all service benefits available through the approved Employee Assistance Program (EAP) as described elsewhere in this policy. However, any other services that may be required by a Substance Abuse Professional which are not covered through the EAP will require the use of the employee's Health Insurance is required for treatment relate to use/ abusive of any substance or if not covered by insurance at the cost of the employee

L. Drug Free Workplace Policy Administration and Enforcement

A. It shall be the responsibility of the City or its authorized designee to administer and enforce this policy.

B. This drug and alcohol-testing program was initiated at the request of the City. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Contract relating to drug and alcohol testing.

C. The Union shall be held harmless for the violation or alleged violation of any employee rights arising from the City's administration of the drug and alcohol-testing program.

M. Responsibility

A. All employees have an obligation to report violations of this policy to their immediate Supervisors, Department Supervisors or to the HR department or his/her authorized designee in order to maintain a safe and healthful work environment for themselves, for their fellow employees and for the Public-at-Large.
B. Employees, upon conviction of criminal charges related to the use of drugs and alcohol must report by the next scheduled workday.

C. Additionally, all employees must immediately notify their Supervisor of a suspension or termination of their motor vehicle operations license.
D. All Supervisors and Department Supervisors are responsible for the drug and alcohol-free operation of their respective departments.

N. Amendments and Clarifiers

A. This Policy is in no way intended to supersede or waive any constitutional rights that the employee may be entitled to under the Federal or State constitutions.

B. This Policy does not supersede requirements of employees falling under CDL/ DOT regulations. Those that exceed this policy will be required of those employees.

C. The cost of drug and alcohol screens will not be the responsibility of the employee. Use of an employee’s Health Insurance is required for treatment relate to use/ abusive of any substance.

D. An employee's refusal or failure, when ordered, to promptly submit to a test permitted by and properly ordered under the provisions of this Policy shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that they may possess. The principle of "obey and then grieve" shall apply in the event of a dispute over whether a test is permitted and properly ordered under this Policy.

E. Employees have the right for a Union representative to be present during any pre-collection interviews of employees intended to determine whether reasonable suspicion or post-accident testing exists. Employees have the right to have a Union representative accompany them to the testing location. The exercise of such right shall not unreasonably delay the collection of the sample tests, "unreasonable delay" means thirty (30) minutes or more.

GARNISHMENTS SECTION 7.07

A. POLICY

1. A court ordered legal claim against the wages of an employee by a creditor for nonpayment of a debt and served by the constituted legal authority is a garnishment and must be recognized and executed by Human Resources.

POLITICAL ACTIVITY SECTION 7.08

A. POLICY

1. General: All classified employees, including classified employees on authorized leaves of absence from their positions, are prohibited by law from engaging in certain political activity as identified herein. However, employees are encouraged to exercise their constitutional right to vote.

2. Prohibited Activities:

a. Candidacy for public office in a partisan election;

b. Candidacy for public office in a nonpartisan general election if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party;

c. Filing of petitions meeting statutory requirements for partisan candidacy to elective office;

d. Circulation of official nominating petitions for any candidate participating in a partisan election;

e. Service in an elected or appointed position in any partisan political organization;

f. Acceptance of a party-sponsored appointment to any office normally filled by partisan election;

g. Campaigning by writing for publications, by distributing political material or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success;

h. Solicitation, either directly or indirectly, of any assessment, contribution, or subscription, either monetary or in-kind, for any political party or political candidate;

i. Solicitation of the sale, or actual sale, of political party tickets;

j. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues;

k. Service as witness or challenger for any party or partisan committee;

l. Participation in political caucuses of a partisan nature; and

m. Participation in a political action committee which supports partisan activity.

Any employee in the classified service who engages in any of the activities listed in paragraphs 2(a) to 2(m) of this rule is subject to removal from his or her position in the classified service.

3. Permissible Activities:

a. Registration and voting;

b. Expression of opinions, either oral or written;

c. Voluntary financial contributions to political candidates or organizations;

d. Circulation of nonpartisan petitions or petitions stating views on legislation;

e. Attendance at political rallies;

f. Signing nominating petitions in support of individuals;

g. Display of political materials in the employee's home or on the employee's property;

h. Wearing political badges or buttons, or the display of political stickers on private vehicles; and

i. Serving as a precinct election official under Section 3501.22 of the Revised Code.

B. PROCEDURE

1. Any employee who desires to campaign for or accept appointment to political offices which may not be considered partisan, and where no declaration of political party affiliation is made (i.e., village councils, school boards, etc.) should notify the Appointing Authority. A request for an opinion from the City Law Director as to the legality of the employee campaigning for or holding any such offices, prior to declaring candidacy, circulating petitions, or accepting the position may be made. The decision of the City Law Director shall be final and binding on the employee.

2. All employees must notify the Appointing Authority of any intent to declare and campaign for a political office. If, in the opinion of the Appointing Authority, the employee's candidacy is in conflict with the employee's current position, or is not in the best interest of the City, the employee must take a leave of absence or resign. The decision of the Appointing Authority shall be final.

WORKPLACE VIOLENCE SECTION 7.09

A. POLICY

1. The safety and security of employees, clients, contractors and the general public are of vital importance to the City of Norwood. Therefore, threats, threatening behavior or acts of violence made by an employee or anyone else against another person's life, health, well-being, family or property will not be tolerated. Employees found guilty of violence will be subject to disciplinary action up to and including termination of employment.

2. The purpose of this policy is to provide guidance to employees of the City of Norwood, should they encounter a situation that they believe is or could result in an act of violence. This policy does not apply to public safety employees

3. The word "violence" in this policy shall mean an act or behavior that:

a. is physically assaultive;

b. a reasonable person would perceive as obsessive (e.g., intensely focused on a grudge, grievance or romantic interest in another person and likely to result in harm or threats of harm to persons or property);

c. consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of another;

d. would be interpreted by a reasonable person as carrying a potential for physical harm to the person;

e. a reasonable person would perceive as intimidating or menacing;

f. involves carrying or displaying weapons, destroying property or throwing objects in a manner reasonably perceived to be threatening; or

g. consists of a communicated or reasonably perceived threat to destroy property.

4. The Employer prohibits the following [except as required in the line of duty (i.e., law enforcement)]:

a. Any act or threat of violence by an employee against another person's life, health, well-being or property.

b. Any act or threat of violence, including, but not limited to, intimidation, harassment or coercion.

c. Any act or threat of violence which endangers the safety of employees, clients, contractors or the general public.

d. Any act or threat of violence made directly or indirectly by words, gestures or symbols.

e. Use or possession of a weapon on the Employer's premises, on a City controlled site or an area that is associated with employment.

5. The most common situations where workplace violence is likely to occur are as follows:

a. <u>Dealing with the Public</u>: Violent situations could occur in employee contact with the public. While the Employer has a strong commitment to public service, we do not intend for employees to be subjected to verbal or physical abuse by members of the public.

b. <u>On-the-Job</u>: Situations could occur where relationships between employees, or between an employee and a supervisor, result in strong negative feelings by the individuals involved.

c. Off-the-Job: An employee could become involved in a personal non-criminal dispute with a co-worker, family member, or neighbor during the employee's non-working hours. The Employer prohibits any act of violence by an employee towards any other person while off duty. If the situation escalates, individuals sometimes secure restraining orders from the courts. If an employee requests such a restraining order, the employee should include the work location as well as the employee's place of residence in the order.

6. The possession or use of dangerous weapons is prohibited on Employer property, in Employer vehicles, or in any personal vehicle which is used for Employer business or is parked on Employer property, except as hereinafter provided.

a. A dangerous weapon is defined as:

(1) A loaded or unloaded firearm; or

(2) A weapon, device, electronic stun weapon, chemical substance or other material that in the manner it is used, or could ordinarily be used, or is intended to be used, is readily capable of causing serious bodily injury.

b. Exceptions: Individuals may possess a firearm on Employer property if the individual is employed in the capacity of a law enforcement officer and is engaged in law enforcement activities. Employees who possess a valid permit to carry a firearm, if a firearm is brought on Employer property, must keep the firearm unloaded and, in the employee's, personal vehicle, which shall be locked.

B. PROCEDURE

1. Any person who makes substantial threats, exhibits threatening behavior or engages in violent acts on the Employer's property shall be removed from the premises as quickly as safety permits and shall remain off the premises pending the outcome of an investigation. The Employer will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person(s) involved.

2. It is a requirement that all employees report, in accordance with this policy, any behavior that compromises the Employer's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a City controlled site, or is associated with City employment.

3. All incidences of suspected or potential violence should be reported to the employee's immediate supervisor or the department head. Do not take the position

that the incident is too minor to report or that it does not appear to be a "real problem." Do not wait until it is too late to be proactive.

4. Supervisor Responsibilities: Supervisors and department heads are responsible for assessing situations, making decisions on the appropriate response, and responding to reports of or knowledge of violent activities that have occurred in the workplace or that involve an employee of the Employer.

5. When any actual, potential or suspected incident of violence is brought to the attention of a supervisor or the department head, the department head or designee shall evaluate the severity of the situation immediately and have the individual reporting the incident fill out a Workplace Violence Incident Report Form. If it is concluded that an actual act of violence has occurred or if there is a likelihood that violence could result, the department head or designee shall:

    a. Discuss the situation with the employee(s) and attempt to find out what caused the situation.

    b. Determine what action is to be taken to prevent the situation from occurring again. Such actions may include but not be limited to:

        (1) Assigning a different employee to the area or job.

        (2) Talking with the disgruntled client or employee(s).

        (3) Discussing the incident and offering suggestions for appropriate actions.

        (4) Referring the affected employee(s) to professional help or counseling.

        (5) Disciplining the employee(s), up to and including termination of employment.

        (6) Contact law enforcement.

6. All employees who apply for, obtain or are the subject of a restraining order which lists department locations as being protected areas, must provide to their department head a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted and a copy of any protective or restraining order which is made permanent.

SMOKING / TOBACCO USE AND ELECTRONIC CIGARETTES (E-CIGARETTES) — SECTION 7.10

A. POLICY

1. Smoking of any tobacco, the use of any tobacco products or any illegal elicit substance, and the use of e-cigarettes is hereby prohibited in all public places and

places of employment including areas immediately adjacent to building entrances and exits.

a. Public Place: A public place is any enclosed area to which the public is invited or permitted.

b. Place of Employment: A place of employment is an enclosed area under the control of the Employer that employees use for work or any other purpose including but not limited to, offices, meeting rooms, sales, production and storage areas, restrooms, stairways, hallways, warehouses, garages, and vehicles.

c. Enclosed Area: An area with a roof or other overhead covering of any kind and walls or side coverings of any kind, regardless of the presence of openings for ingress and egress, on all sides or on all sides but one.

d. Employee: An employee is defined as an individual who provides services to an Employer for compensation or for no compensation.

e. Smoking: Inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant.

2. While not regulated by Section 3794 of the Ohio Revised Code, the use of e-cigarettes is also prohibited in all places of employment, enclosed areas, and public places including areas immediately adjacent to building entrances and exits.

3. Smoking, the use of tobacco, and the use of e-cigarettes is permitted in designated areas provided by the Employer. Such areas will be provided in compliance with applicable law and shall ensure that smoke or the vapor from e-cigarettes does not enter the place of employment.

4. Smoking, the use of tobacco, and use e-cigarettes is prohibited in all Employer vehicles.

5. Rights and Responsibilities of Employees:

a. Employees are expected to comply with this policy and the applicable law.

b. In the resolution of any dispute arising under this policy, the compliance with the law and the protection of the health of the non-smoking parties shall be given preference over the smoker's desire to smoke.

c. In the event that an individual is found in violation of this policy and the Employer is fined or penalized, the employee will be subject to appropriate discipline.

d. No employee or applicant for employment shall be discharged, refused employment or in any manner discriminated against because such employee or applicant exercises the rights afforded him/her under this policy.

6. Responsibilities of the Employer:

   a. Signs will be conspicuously posted where smoking is prohibited including each entrance to the place of employment. Each sign will contain a telephone number to report smoking violations and be of sufficient size to be clearly legible to a person of normal vision.

   b. The Employer disciplinary procedure will be exercised when an employee refuses to comply with this policy.

FRAUD POLICY/REPORTING SECTION 7.11

A. PURPOSE

Financial accountability is a top priority for the City of Norwood. The City's fraud policy formalizes the expectations of personal honesty and integrity required of City officials and employees.

The City of Norwood is committed to protecting its revenue, property, information and other assets from any attempt, either by members of the public, contractors, sub-contractors, agents, intermediaries or its own employees, to gain by deceit financial or other benefits.

This policy prohibits fraud or misuse of the City of Norwood's assets and sets forth specific guidelines and responsibilities regarding appropriate actions that must be followed for the investigation of fraud and other similar irregularities.

B. ORGANIZATIONS AFFECTED

All departments and divisions of the City of Norwood.

C. DEFINITIONS

As used in this policy, the terms listed below shall have the following definitions:

1. Embezzlement is any loss resulting from the misappropriation of City of Norwood assets.

2. Misappropriate is to take or make use of any item without authority or right.

3. Loss is defined as the City of Norwood losing possession or control of any type of asset through fraudulent activities.

4. Fraud is the intentional misrepresentation or omission of facts for personal gain.

5. Employee(s) refer to all City of Norwood employees, independent contractors, consultants, and temporary, part-time and/or seasonal workers.

6. Assets refer to the entire property of the City. Assets include, but are not limited to, all City vehicles and building properties, computers and software, cash receivables, wages and benefits.

7. Equipment is defined as a fixed asset that is not consumable or expandable; it is movable, even though sometimes attached to other objects or buildings; and its removal does not create a readily observable physical impairment or deterioration.

   Examples include, but are not limited to: office equipment including computers, desk cabinets, printers and scanners, any electronic data processing equipment, training/educational equipment, medical supplies, and furnishings, audio-visual, cameras and recording devices. Equipment also includes, but is not limited to, all construction and maintenance equipment, air conditioners, fire-fighting equipment, and tools, rescue equipment and tools.

D. POLICY

The City of Norwood has adopted a zero tolerance policy regarding fraud. No employee of the City shall remove any City of Norwood assets from the property, misuse any City assets for personal gain, or willfully misappropriate any City of Norwood asset. Any evidence supporting fraud, theft or embezzlement of City of Norwood assets and equipment may be subject to the following actions including but not limited to: suspension, termination, restitution, and criminal charges. Any City of Norwood employee who is aware of fraud being committed against the City by anyone shall report such activity to the Police Department or other official as detailed in Section F.

E. PROHIBITED ACTS

Fraud and misuse of the City of Norwood assets are prohibited. Examples of fraud and misuse of City assets include but are not limited to:

1. embezzlement;
2. misappropriation, misapplication, destruction, removal, or concealment of City of Norwood property;
3. alteration or falsification of documents;
4. theft of any asset (money, tangible property, etc.);
5. authorizing or receiving compensation for goods not received or services not performed;
6. authorizing or receiving compensation for hours not worked;
7. misrepresentation of fact.

F. COMPLAINT PROCEDURE

1. Employees shall read and understand this policy. Additionally, suspected or known fraudulent acts by employees shall be reported to their respective department head. If an employee has reason to believe that his department head may be involved, the employee shall notify the Police Department directly.

2. If the employee is a member of the Police Department and has concern that an irregularity exists within the department, he/she should notify the Law Director. If a department head believes there is an issue of potential fraud within the Police Department, he/she shall notify the Mayor of the details of his/her concerns.

3. Supervisors shall (1) communicate the provisions of this policy to all staff, (2) take no action without consulting the department head, (3) recommend appropriate disciplinary action when there is evidence of wrong-doing, and (4) if suspension or termination is recommended, consult with the Law Director.

4. Department heads shall communicate any suspected or known fraudulent act to the Police Department. The Police Department shall notify the Mayor of each reported incident and keep the Mayor abreast of the investigation.

5. All participants in a fraud investigation shall keep the details and results of the investigation confidential.

6. Any employee reporting an act of fraud; or assisting, testifying, or participating in a fraud investigation, acting in accordance with the requirements of this policy, shall not be subject to any adverse employment action unless it is determined the employee is culpable for such action and/or made an allegation knowing it was false. Examples of adverse employment action include, but are not limited to, discipline, suspension, threatening to discipline or suspend, coercion, acts of intimidation, and firing.

G. PREVENTION

Each department will maintain an internal control environment to protect the department and the City from loss or other damages as a result of a fraudulent act.

H. FALSE ALLEGATIONS

False allegations of suspected fraud with the intent to disrupt or cause harm to another may be subject to disciplinary action up to and including termination of employment.

I. CORRECTIVE ACTIONS AND DISCIPLINE

Appropriate and timely action will be taken against those proven to have committed a fraudulent act. These remedial actions may include, but are not limited to:

1. Disciplinary action (up to and including immediate termination of employment).

2. Restitution for all losses, including investigation and legal expenses, to the fullest extent of the law.

3. Forwarding information to the appropriate authorities for criminal prosecution.

4. Institution of civil action to recover losses.

5. Where the City of Norwood elects to take corrective or disciplinary action, it will proceed under the procedures in place under this policy for the respective employment classification.

6. The City of Norwood may take corrective or disciplinary action without awaiting the resolution of criminal or civil proceedings arising from fraudulent conduct.

J. CONFIDENTIALITY

All investigations shall be conducted in confidence insofar as reasonably possible. The names or names of those communicating information about a fraudulent act or the name or names of those suspected of a fraudulent act will only be revealed when required by law in conjunction with the investigation or legal action.

K. COUNCIL NOTIFICATION

At the conclusion of any investigation, the Law Director shall inform Council of the nature of any suspected, alleged or purported fraud that was presented to an appropriate City official in accordance with the provisions of this policy. The Law Director shall discuss and/or report to the Council on the results of the investigation and any civil or criminal proceedings that may arise from such investigation.

In the event an instance of fraud is reported in accordance with the terms of this policy and the nature of such information may impact the legislative operations of the City, the Law Director shall inform the Council of the existence of an allegation or report without disclosing details or information that would impact the investigation of any such claim. The Law Director may wish to request an Executive Session of Council to discuss such matters if public discussion of such information may jeopardize the investigative process or is not in the best interests of the financial or legal position of the City.

L. In addition to the process outlined above, complaints or any matter regarding fraud, including any matter that alleges mismanagement of Employer resources or misuse of public money, can be made to the Auditor of the State of Ohio through the Ohio fraud-reporting system.

Complaints made to the Auditor of the State of Ohio through the Ohio fraud-reporting system are anonymous. Complaints may be made in three (3) ways:

1. <u>File a written complaint at</u>:

Ohio Auditor of State's Office
Special Investigations Unit
88 East Broad Street

P.O. Box 1140
Columbus, OH 43215

2. Call the Fraud Hotline:

   1-866-FRAUD OH (1-866-372-8364)

3. Online:

   http://www.ohioauditor.gov

INTRODUCTION SECTION 8.01

A. POLICY

1. All employees of the City of Norwood are members of a team working together for the purpose of serving our community. Employees who fail to follow the necessary rules and regulations governing their conduct are not only penalizing themselves but are doing a disservice to other employees and the citizens of Norwood.

2. These disciplinary provisions are designed to ensure that the rights and safety of all employees are protected and to provide working guidelines to encourage acceptable businesslike behavior and conduct.

3. It is the policy of the Employer that discipline should be characterized as corrective rather than punitive and that employees should be made aware of the conduct expected of them. The following disciplinary provisions are designed to meet both of these objectives.

4. The following disciplinary provisions shall be applicable to all employees of the City, however, the progressive disciplinary procedures contained herein shall not be applicable to those employees serving at the pleasure of an Appointing Authority in the unclassified Civil Service.

DISCIPLINARY PRINCIPLES SECTION 8.02

A. POLICY

1. The Employer believes that a clearly written discipline policy will serve to promote fairness and equality in the workplace, and will minimize potential misunderstandings among employees in disciplinary matters. Furthermore, the City believes that certain basic principles, set forth below, must consistently be applied in order to effectively and fairly correct unsatisfactory job behavior.

    a. Employees shall be advised of expected job behavior, the types of conduct that the Employer has determined to be unacceptable, and the penalties for such unacceptable behavior.

    b. Immediate attention shall be given to policy infractions by those responsible for administering discipline.

    c. Discipline shall be applied uniformly and consistently, within the group or groups of employees to whom such rules are directed, and any deviations from standard procedure must be well justified and documented.

    d. Each offense shall be dealt with as objectively as possible.

    e. Discipline shall usually be progressive, but depending on the severity of the offense, may proceed immediately to suspension or termination of employment.

f. An employee's immediate supervisor, department head, and/or the Appointing Authority shall be responsible for administering discipline with assistance from the HR department as needed.

PROGRESSIVE DISCIPLINE SECTION 8.03

A. POLICY

1. The Employer has adopted this discipline policy as a guide for the uniform administration of discipline. It is not, however, to be construed as a delegation of, or a limitation upon, the Employer's right to impose a different level of discipline when the circumstances warrant or when the infraction involves an at will employee.

2. This discipline policy provides general guidelines for specific offenses, however, the examples of specific offenses given in any grouping are not all inclusive, and serve merely as a non-binding guide.

3. The guidelines for discipline provided in this manual do not preclude the application of a more or less severe penalty for a given infraction by any employee. This is particularly true for temporary, intermittent, and other unclassified employees whose service may be terminated at the will of the Appointing Authority.

4. All active records of discipline shall be maintained in the employee's personnel file. Working suspensions (suspension with pay) have the same effect as suspensions from work without pay for purposes of recording disciplinary actions and demonstrating progressive discipline.

5. The purpose of disciplinary action is to correct misconduct and encourage improved performance or behavior, except where the employee is removed. To that end, an employee may request, and the Employer may agree, to remove a disciplinary action from an employee's general personnel file after two (2) years when the employee has shown marked improvement. The Employer is required by the Ohio Civil Rights Commission to maintain such records.

B. PROCEDURE

1. Supervisors may recommend and/or the department head may issue verbal and written reprimands. A memo, in each case of discipline, should be completed and signed by the department head, delivered to the employee, and signed by the employee. The completed memo shall be placed in the employee's personnel file.

2. Only the Appointing Authority has the authority to reduce in classification or pay, fine, suspend, or terminate an employee. Prior to such discipline, a predisciplinary conference must be held if it involves a classified employee.

3. Suspensions or fines of more than three (3) days' pay, reductions or removals of classified employees must be filed in accordance with Civil Service Commission Rules and Regulations.

4. Reduction in classification or pay, suspension, fine or removal of an unclassified employee may be executed at the discretion of the Appointing Authority. A written notice shall be provided to the employee.

While a predisciplinary conference is not legally required for unclassified employees, it is recommended that the Appointing Authority meet with the employee to provide the employee with an opportunity to respond regarding the alleged infraction, prior to reducing, suspending, fining or removing the employee from public service.

PREDISCIPLINARY CONFERENCE — CLASSIFIED EMPLOYEES SECTION 8.04

A. POLICY

1. Generally: Whenever the Employer or designee determines a classified employee may have committed an offense which could result in a suspension, fine, reduction or removal, the employee will be notified of the allegations and a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. A predisciplinary conference is primarily an informal fact-finding session, not a legal proceeding. The objective of the conference is to obtain information through testimony, documentation and/or questioning of the employee and witnesses and the employee's response to determine whether the alleged misconduct occurred.

2. Hearing Officer: Predisciplinary conferences will be conducted by a hearing officer. The hearing officer may be the Appointing Authority or any person the Appointing Authority selects to serve in such capacity.

3. Notice: Not less than 24 hours prior to the scheduled starting time of the conference, the Appointing Authority or designee will provide the employee with a written outline of the charges which may be the basis for disciplinary action (Notice of Predisciplinary Conference Form). In response, the employee must:

    a. appear at the conference to present an oral or written statement in the employee's defense and answer questions regarding the alleged misconduct; or

    b. elect in writing to waive the predisciplinary conference (Waiver of Predisciplinary Conference).

4. Testimony: An employee who elects to attend the conference and present evidence, or who is called to testify, must answer all questions truthfully. If it is later proven that the employee's answers were not truthful, such dishonesty may result in disciplinary action.

5. Witnesses: At the conference the employee may present any testimony, witnesses or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses to the hearing officer as far in advance as possible, but not later than four (4) hours prior to the predisciplinary conference. It is the employee's responsibility to notify witnesses their attendance is desired.

6. Delay of Predisciplinary Conference: Upon a reasonable request and adequate advance notice from the employee, the Appointing Authority may temporarily delay the predisciplinary conference. Generally, the Employer should permit only one (1) such delay.

7. Recording of Proceedings: At the discretion of the hearing officer, the predisciplinary conference may be recorded. The responding employee may also record the proceedings in a similar manner, if the hearing officer authorizes recording of the proceedings.

8. Hearing Officer Report: If the hearing officer is someone other than the Appointing Authority, the following shall apply:

   The hearing officer shall objectively hear the case and shall prepare a written report setting forth findings of fact and concluding whether or not the alleged misconduct occurred. The hearing officer shall not recommend discipline. A copy of the hearing officer's report will be provided to the employee and the Appointing Authority and/or department head within five (5) working days following its preparation. The Appointing Authority and/or department head will decide what discipline, if any, is appropriate, and may agree or disagree with the hearing officer's conclusions.

9. Administrative Leave: When the Appointing Authority determines it is necessary to temporarily remove an employee from the workplace to protect the health or safety of the employee, other employees or of any person or property entrusted to the employee's care, the Appointing Authority may immediately authorize an administrative leave of absence with pay. Such leave shall normally last only until the investigation, predisciplinary hearing and/or other corrective action is completed.

B. PROCEDURE

1. Whenever the department head has cause to believe an employee should receive a suspension, fine, disciplinary reduction in pay or position or removal from public service, the department head must reduce such allegations to writing.

2. The department head may request that the Appointing Authority place the employee on administrative leave while the charges are being investigated and until the predisciplinary conference procedures are completed.

3. The written allegations should indicate in sufficient detail the behavior or conduct which is the basis for the department head's belief that discipline is necessary.

4. The written allegations should next be processed through the chain of command to the Appointing Authority or designee for review and delivery to the responding employee in the form of a Notice of Predisciplinary Conference.

   If the allegations involve potential criminal charges as well as employment misconduct, the Employer should confer with the City Law Director and/or a management/human resources consultant prior to questioning the employee or scheduling a predisciplinary conference.

5. The employee will be notified by the Appointing Authority or designee of the time, location and person who will conduct the predisciplinary conference. The hearing officer conducting the conference will recite the allegations and ask the Employer's representative to summarize the evidence that is the basis of the allegations.

6. The hearing officer will ask the employee to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

7. At the discretion of the hearing officer, the predisciplinary conference may be recorded. The responding employee may also record the proceedings in a similar manner, if the hearing officer authorizes recording of the proceedings.

8. The hearing officer shall determine when the conference is concluded and will adjourn the meeting. The hearing officer may also independently investigate facts alleged by the responding employee or the employee's witnesses, may limit the number of witnesses and may reconvene the conference if necessary to get additional information or to allow the employee an opportunity to respond further or to respond to new matters. For example, if the employee provides an explanation that involves facts previously unknown to the Employer, the hearing officer may continue the hearing to allow the Employer time to investigate. As another example, if the employee or a witness provides information which indicates the employee may have committed additional infractions, the hearing officer may continue the conference to allow the Employer time to investigate or to allow the Employer to issue a revised notice before concluding the predisciplinary conference. This is proper procedure provided no discipline is issued prior to reconvening the predisciplinary conference and the employee has not already been disciplined for the same offense.

9. If someone other than the Appointing Authority is serving as hearing officer, that person shall prepare a report of findings and submit it to the Appointing Authority. The report shall be in writing, and need not be overly detailed. The report should state whether the person conducting the conference believes the allegations were supported by the evidence and explanations presented. The hearing officer may state whether one person's explanation or evidence was more convincing and for what reason, especially when stories or evidence conflict. However, the hearing officer should not recommend whether the Appointing Authority should issue discipline, nor what level of discipline is appropriate.

10. Within a reasonable time following receipt of the report, the Appointing Authority shall determine what discipline, if any, is warranted based upon the facts presented.

11. If discipline is warranted, the Appointing Authority shall determine the severity of the discipline using the policies herein as a guideline.

GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES SECTION 8.05

A. POLICY

1. R.C. Section 124.34 sets out the forms of misconduct which are the legal basis for reduction, suspension, fine or removal of a classified employee. Those forms of misconduct are:

    a. Neglect of duty;

    b. Incompetency;

    c. Inefficiency;

    d. Dishonesty;

    e. Drunkenness;

    f. Immoral conduct;

    g. Insubordination;

    h. Discourteous treatment of the public;

    i. Any other failure of good behavior;

    j. Any other acts of misfeasance, malfeasance, or nonfeasance; or

    k. Any violation of Civil Service rules.

2. The offenses set forth in Groups I, II, and III below are non-inclusive examples of the above forms of misconduct and guidelines for determining the appropriate level of discipline for classified employees.

3. In general, Group I Offenses may be defined as those infractions which are of a relatively minor nature and which cause only a minimal disruption to productivity, efficiency and/or morale. Group I Offenses, if left undisciplined by proper authority, will usually cause only a temporary impact against the organization unless such acts are compounded over time.

4. Group II Offenses may be defined as those infractions which are of a more serious nature than the Group I Offenses and which, in turn, cause a more serious and longer lasting disruption to the organization in terms of decreased organizational productivity, efficiency and/or morale. Group II Offenses, if left undisciplined by

proper authority, can cause a more serious and longer lasting impact against the organization than the Group I Offenses.

5. Group III Offenses may be defined as those infractions which are of a very serious or possibly a criminal nature and/or which cause a critical disruption to the organization in terms of decreased productivity, efficiency and/or morale. Group III Offenses, if left undisciplined by proper authority, may have a long lasting and serious adverse impact on the organization.

6. THIS DISCIPLINE POLICY IS A GENERAL GUIDELINE ONLY. THE FOLLOWING EXAMPLES OF SPECIFIC OFFENSES ARE NOT ALL INCLUSIVE, AND ARE NOT INTENDED TO BE BINDING ON THE EMPLOYER.

7. “Working days” for purposes of disciplinary suspension in the Fire Department normally means eight (8) hour, ten (10) or (24) hour workdays depending on the regular schedule of the employee subject to discipline or the collective bargaining agreement.

GROUP I OFFENSES

FIRST OFFENSE ....Documented Verbal Warning

SECOND OFFENSE ....Written reprimand

THIRD OFFENSE ....A working suspension of one (1) to three (3) days; a fine not to exceed three (3) days pay; or a one (1) to three (3) day suspension without pay; (*five [5] days for administrative, supervisory, or professional employees exempt from overtime)

FOURTH OFFENSE ....Five (5) to 15 day working suspension or suspension without pay; or a fine up to five (5) days’ pay;

FIFTH OFFENSE ....Up to and including termination of employment

* Under the Fair Labor Standards Act, salaried employees exempt from overtime cannot be given disciplinary time off in less than one (1) week increments. Unpaid disciplinary suspensions of one or more full days for violations of workplace conduct rules, such as sexual harassment or workplace violence. These must be imposed in good faith under a written policy applicable to all employees.

Following are examples of Group I Offenses. Following each offense in parentheses are examples of the various charges of misconduct which may be applicable under Civil Service Rules and Regulations.

1. Failure to properly and completely sign in or out (inefficiency, neglect of duty, or failure of good behavior).

2. Failure to properly "report off" work for any absence or failure to timely notify the proper party of absence (neglect of duty, failure of good behavior, or nonfeasance).

3. Leaving a post of continuous operations prior to being relieved by employee of incoming shift (neglect of duty or failure of good behavior).

4. Creating or contributing to unsanitary or unsafe conditions or poor housekeeping (inefficiency, neglect of duty, or failure of good behavior).

5. Failure to observe official safety rules or common safety practices (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

6. Failure to report accidents, injuries or equipment damage (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

7. Discourteous treatment of the public (discourteous treatment of public or failure of good behavior).

8. Inattention to the needs of the public (discourteous treatment of public or failure of good behavior).

9. Distracting the attention of others, unnecessary shouting, use of profane or other inappropriate language, misuse of two-way radios or otherwise causing disruptions on the job (inefficiency, neglect of duty, or failure of good behavior).

10. Malicious mischief, horseplay, wrestling or other undesirable or potentially harmful conduct (inefficiency, immoral conduct, discourteous treatment of public, or failure of good behavior).

11. Interfering with the work performance of subordinates/other employees or causing other disruptions of the workplace (inefficiency, neglect of duty, or failure of good behavior).

12. Failure to cooperate with other employees (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

13. Neglect of or careless failure to observe Employer rules, regulations, policies and procedures (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

14. Excessive garnishments (failure of good behavior or nonfeasance).

15. Use or possession of another employee's working equipment or property without approval (dishonesty or failure of good behavior).

16. Unauthorized use of the Employer's telephone for other than business purposes (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

17. Obligating the Employer for any minor expense, service or performance without prior authorization (dishonesty, neglect of duty, failure of good behavior, or misfeasance).

18. Neglect of or careless failure to care for Employer property or equipment (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

19. Inefficiency (e.g., lack of application or effort on the job, unsatisfactory performance, failure to maintain required performance standards, etc.) (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

20. Neglect of or careless failure to prepare required reports or documents (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

21. Failure of a supervisor to administer discipline as provided herein or to otherwise enforce the rules, regulations, policies and procedures of the Employer (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

22. Failure to commence duties at the beginning of the work shift, or leaving work prior to the end of the work shift (inefficiency, neglect of duty, or failure of good behavior).

23. Leaving the job or work area during the regular working hours without authorization (neglect of duty, failure of good behavior, or nonfeasance).

24. Making preparations to leave work without specific prior authorization before the lunch period, any official break period or specified quitting time (neglect of duty, failure of good behavior, or nonfeasance).

25. Establishing a pattern use of sick leave or other misuse or abuse of sick leave (neglect of duty, malfeasance, or failure of good behavior).

26. Violation of any Employer work rule or policy (neglect of duty, immoral conduct, discourteous treatment of public, misfeasance, malfeasance, nonfeasance, or failure of good behavior).

GROUP II OFFENSES

FIRST OFFENSE ....A working suspension of one (1) to three (3) days; a fine not to exceed three (3) days' pay; or a one (1) to three (3) days suspension without pay; (*five (5) days for administrative, supervisory, or professional employees)

SECOND OFFENSE ....Five (5) to 15 day working suspension or suspension without pay; or a fine up to five (5) days' pay

THIRD OFFENSE ....Up to and including termination of employment

* Under the Fair Labor Standards Act, salaried employees exempt from overtime cannot be given disciplinary time off in less than one (1) week increments.

Following are examples of Group II Offenses. Following each offense in parentheses are examples of the various charges of misconduct which may be applicable under Civil Service Rules and Regulations.

1. Disregarding job duties and neglecting work by sleeping, reading for pleasure, playing cards, viewing T.V., etc. when there are work duties to be completed (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

2. Reporting to work or working while unfit for duty (incompetence or failure of good behavior). This may be a Group III Offense for CDL holders and public safety employees.

3. Failure to report for overtime work, without proper excuse, after being scheduled to work (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

4. Willful refusal to sign in or out when required (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

5. Performing private work on Employer time (inefficiency, neglect of duty, failure of good behavior, or misfeasance).

6. Neglect or careless failure to observe official safety rules or common safety practices (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

7. Threatening, intimidating or coercing subordinates, other employees or general public (inefficiency, neglect of duty, or failure of good behavior).

8. Use of abusive or offensive language or gestures toward subordinates, other employees, residents or the general public (immoral conduct, insubordination, failure of good behavior, or malfeasance).

9. The making or publishing of false, vicious or malicious statements concerning other employees, residents, the Employer or its operations (dishonesty, failure of good behavior, or malfeasance).

10. Solicitation or distribution on Employer property in violation of the solicitation and distribution policy (inefficiency, neglect of duty, failure of good behavior, or misfeasance).

11. Willful disregard of the Employer's rules, regulations, policies and procedures (inefficiency, neglect of duty, failure of good behavior, misfeasance, malfeasance, or nonfeasance).

12. Negligent failure to obey a reasonable order of a supervisor or failure to carry out work assignments, including verbal instructions (inefficiency, neglect of duty, failure of good behavior, or misfeasance).

13. Neglect or carelessness in the use of Employer property or equipment (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

14. Obligating the Employer for a major expense, service or performance without prior authorization (dishonesty, neglect of duty, failure of good behavior, or misfeasance).

15. Unauthorized use of Employer property or equipment, including the unauthorized reproduction of this manual or the Employee Handbook (inefficiency, neglect of duty, failure of good behavior, or misfeasance).

16. Negligent failure to report accidents, injuries or equipment damage (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

17. A traffic violation or accident while driving an Employer vehicle which evidences recklessness by the employee (inefficiency, neglect of duty, failure of good behavior, or misfeasance).

18. Refusing to provide testimony in court during a public hearing (SPBR, SERB, etc.) or any other official hearing, investigation or proceeding involving the Employer (insubordination, failure of good behavior, or nonfeasance).

19. Refusing to provide testimony or information concerning any investigation (insubordination, failure of good behavior, or nonfeasance).

20. Possession or storage of alcoholic beverages on the Employer's premises (neglect of duty, drunkenness, failure of good behavior, or malfeasance).

21. Unauthorized presence on the Employer's property (failure of good behavior or misfeasance).

22. Habitual neglect of timely completion of required reports or documents (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

23. Willful failure to timely complete required reports and documents (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

24. Unauthorized posting or removal of notices or documents on or from bulletin boards (failure of good behavior or misfeasance).

25. Willful or reckless violation of any Employer work rule or policy (neglect of duty, immoral conduct, discourteous treatment of public, misfeasance, malfeasance, nonfeasance, or failure of good behavior).

GROUP III OFFENSES

FIRST OFFENSE ....Up to and including termination of employment

Following are examples of Group III Offenses. Following each offense in parentheses are examples of the various charges of misconduct which may be applicable under Civil Service Rules and Regulations.

1. Wanton or willful neglect in the performance of assigned duties (inefficiency, neglect of duty, failure of good behavior, misfeasance, or malfeasance).

2. Instigating, leading or participating in any walkout, strike, sit-down, stand-in, sympathy strike, call-in, slow-down, refusal to return to work at the scheduled time for a scheduled shift or other concerted curtailment, restriction or interference with work in or about the Employer's premises in violation of R.C. Chapter 4117 (neglect of duty, failure of good behavior, or misfeasance).

3. Refusal, without legitimate reason, to work during emergency situations or conditions (insubordination, neglect of duty, failure of good behavior, or nonfeasance).

4. Signing or altering other employees' time cards or records; altering one's own time card or record or having one's time card or record signed or altered by another, without authorization (dishonesty, failure of good behavior, or malfeasance).

5. Knowingly concealing a communicable disease (i.e., T.B., etc.) which may endanger others (neglect of duty, failure of good behavior, misfeasance, or malfeasance).

6. Carrying or possessing firearms, explosives or weapons in the work area without authorization (failure of good behavior or malfeasance).

7. Willfully withholding information which threatens the safety and security of the Employer, its operations or employees (dishonesty, failure of good behavior, misfeasance, or malfeasance).

8. Willfully demeaning, verbally abusing and/or humiliating a resident, employee or other person (discourteous treatment of the public, neglect of duty, failure of good behavior, or malfeasance).

9. Threatening, intimidating or physically abusing a resident, employee or other person (malfeasance or failure of good behavior).

10. Committing an act of discrimination, sexual harassment or engaging in conduct giving insult or offense on the basis of race, color, sex, age, religion, national origin, or disability (immoral conduct, neglect of duty, failure of good behavior, or malfeasance).

11. Fighting with or attempting to injure a resident, employee, or other person (discourteous treatment of the public, neglect of duty, failure of good behavior, or malfeasance).

12. Insubordination by refusing to perform assigned work or to comply with the written or verbal instructions of a supervisor (insubordination, neglect of duty, failure of good behavior, or nonfeasance).

13. Providing false testimony, statements or information in any official Employer, court, or administrative investigation, hearing, or proceeding (dishonesty, failure of good behavior, malfeasance, or neglect of duty).

14. Providing false information, making a false statement, committing a fraudulent act, or withholding pertinent information in the employment application process (dishonesty, failure of good behavior, misfeasance, or malfeasance).

15. Gambling during work hours (inefficiency, neglect of duty, failure of good behavior, misfeasance, or malfeasance).

16. Stealing or similar conduct, including destroying, damaging, concealing or converting any property of the Employer or of other employees (dishonesty, failure of good behavior, or malfeasance).

17. Dishonesty or dishonest action. Examples of "dishonesty" or "dishonest actions" are: theft, pilfering, making false statements to secure an excused absence or justify an absence or tardiness. These are examples only and do not limit the terms dishonesty and dishonest action (dishonesty or malfeasance).

18. Engaging in unauthorized political activity as provided in the Political Activity Section of this manual (failure of good behavior or malfeasance).

19. The unlawful manufacture, distribution, dispensation, possession or use of alcohol or a controlled substance which takes place in whole or in part in the workplace (drunkenness, immoral conduct, neglect of duty, failure of good behavior, or malfeasance).

20. Driving a motor vehicle on duty or Employer business without a valid, applicable operator's license (dishonesty, failure of good behavior, malfeasance, or neglect of duty).

21. Failure to obtain, maintain and/or report the loss of required licenses, certifications or other qualifications of an employee's position (dishonesty, failure of good behavior, malfeasance, or neglect of duty).

22. Conviction of any violation of law which may adversely affect the public's trust in the employee's ability to perform the duties of the employee's position (dishonesty, failure of good behavior, or malfeasance).

23. Intentional misuse of Employer or other public funds (dishonesty, neglect of duty, failure of good behavior, or malfeasance).

24. Willful neglect or intentional misuse, abuse or destruction of the property, equipment or tools of the Employer or another employee (inefficiency, neglect of duty, failure of good behavior, misfeasance, or malfeasance).

25. Soliciting or accepting a gift, gratuity, bribe or reward for the private use of the employee, or otherwise using one's position, identification, name, photograph or title for personal gain, or otherwise violating the Employer's Code of Conduct or

Ohio's ethics laws for public employees (inefficiency, neglect of duty, failure of good behavior, misfeasance, or malfeasance).

26. Engaging in off-duty employment activities which the Employer has determined to be an interest or time conflict (inefficiency, neglect of duty, failure of good behavior, or misfeasance).

27. Making false claims or misrepresentations in an attempt to obtain any benefit (dishonesty, failure of good behavior, neglect of duty, or malfeasance).

28. Misusing, removing or revealing documents or information of a confidential nature or revealing such information without prior and appropriate authorization (dishonesty, neglect of duty, failure of good behavior, or malfeasance).

29. Misuse, removal or destruction of Employer records without prior authorization (dishonesty, neglect of duty, failure of good behavior, or malfeasance).

30. Committing violations of official safety rules or common safety practices (inefficiency, neglect of duty, failure of good behavior, or nonfeasance).

31. Sexual harassment.

32. Conviction of certain felonies.

33. Intentional violation of any Employer work rule or policy (neglect of duty, immoral conduct, discourteous treatment of public, misfeasance, malfeasance, nonfeasance, or failure of good behavior).

34. Absent without leave (neglect of duty or failure of good behavior).

B. PROCEDURE

Multiple minor policy infractions should be dealt with by following the progressive discipline procedure set forth below:

1. Multiple offenses which are <u>unrelated</u> are progressively disciplined in the groups in which the offenses are outlined in these guidelines; and

2. Multiple offenses which are <u>related</u> are progressively disciplined regardless of the groups in which the offenses are listed <u>and</u> regardless of the order in which the offenses occurred.

3. Multiple offenses which are closely related in time, even if unrelated or in different groups hereunder, may be combined to result in discipline which exceeds the severity of the total sum of the separate offenses.

CONVICTION OF A FELONY SECTION 8.06

A. POLICY

1. Conviction of a felony is a separate basis for reducing in pay or position, suspending or removing an employee, even if the employee has already been reduced in pay or position, suspended or removed for the same conduct that is the basis of the felony. An employee may not appeal to the Civil Service Commission any disciplinary action taken by an Appointing Authority as a result of the employee's conviction of a felony. If an employee removed under this section is reinstated as a result of an appeal of the removal, any conviction of a felony that occurs during the pendency of the appeal is a basis for further disciplinary action under this section upon the employee's reinstatement.

2. Any employee convicted of a felony immediately forfeits the person's status as a classified employee in any public employment on and after the date of conviction for the felony. If an employee is removed under this section as a result of being convicted of a felony or is subsequently convicted of a felony that involves the same conduct that was the basis for the removal, the employee is barred from receiving any compensation after the removal notwithstanding any modification or disaffirmance of the removal, unless the conviction for the felony is subsequently reversed or annulled.

3. As used in this policy, "felony" means any of the following:

   a. A felony that is an offense of violence as defined in Section 2901.01 of the Revised Code;

   b. A felony that is a felony drug abuse offense as defined in Section 2925.01 of the Revised Code;

   c. A felony under the laws of this or any other state or the United States that is a crime of moral turpitude;

   d. A felony involving dishonesty, fraud, or theft;

   e. A felony that is a violation of Section 2921.05, 2921.32, or 2921.42 of the Revised Code.

B. PROCEDURE

Any person removed for conviction of a felony is entitled to a cash payment for any accrued but unused vacation leave as authorized by City policy. If subsequently re-employed in the public sector, such person shall qualify for and accrue sick and vacation leave in the manner specified by City policy for a newly appointed employee and shall not be credited with prior public service for the purpose of receiving these forms of leave.

APPEALS OF PERSONNEL ACTIONS SECTION 8.07

A. POLICY

1. Classified Employees: Classified employees may appeal suspensions or fines of more than 24 hours, reductions in pay or classification, layoffs, job abolishment, or terminations either through the internal grievance procedure contained in this manual or to the Civil Service Commission.

   Suspensions of 24 hours or less and fines of 24 hours pay or less may be appealed to the Appointing Authority through the in-house grievance procedure only.

   Temporary, intermittent, and other employees serving in the unclassified service have no appeal rights to the Civil Service Commission. Probationary employees likewise may not appeal to the Civil Service Commission. Unclassified employees may appeal all personnel actions through the internal grievance procedure contained in this manual.

   Disciplinary action based on conviction of a "felony" within the meaning of R.C. 124.34 may not be appealed to the Civil Service Commission.

B. PROCEDURE

1. Appeals to the Civil Service Commission by classified employees must be filed within ten (10) days of the date the employee is served with the disciplinary order. An appeal from a layoff or a displacement must be filed no later than ten (10) days after receipt of the notice of layoff or displacement.

2. Appeals through the internal grievance procedure shall be submitted within five (5) working days of the occurrence of the incident giving rise to the grievance.

3. The Civil Service Commission maintains authority to decide whether an appeal warrants a hearing. When an appeal is heard, the Civil Service Commission may affirm, disaffirm, or modify personnel actions implemented by the Appointing Authority.

GRIEVANCE PROCEDURE SECTION 8.08

A. POLICY

1. Classified employees may appeal suspensions, fines, reductions in pay or classification, layoffs, job abolishment or removals for other than conviction of a felony hereunder. Any employee may appeal an alleged violation of the City's policies or procedures hereunder.

2. Employees have the right to file such grievances without prejudice. No employee shall be disciplined, harassed, or dealt with unfairly as a result of filing a grievance or testifying in a grievance hearing.

3. If a grievance by a classified employee is of a nature to qualify for appeal to the Civil Service Commission, the employee may elect which appeal process to use. If the employee later appeals the matter to the Civil Service Commission or a court of law, the internal grievance procedure shall be discontinued.

4. Complaints regarding illegal discrimination are to be filed and resolved pursuant to the complaint procedure contained in the Equal Employment Opportunity/Anti-Discrimination Section of this manual and not this grievance procedure.

B. PROCEDURE

1. Step One: Immediate Supervisor

   a. Any employee with a grievance shall first discuss the matter with the employee's immediate supervisor, if applicable, within five (5) working days of the action giving rise to the grievance. The supervisor shall make every reasonable effort to resolve the grievance but may not issue any decision which conflicts with the policies herein. The supervisor shall record the date the grievance was presented and the date the supervisor responded. The supervisor shall also notify the department head of the grievance and response.

   b. If the employee is not satisfied with the response, the employee may elect to proceed to Step Two.

2. Step Two: Department Head

   a. The employee shall reduce the grievance to writing using the Grievance Form and deliver same to the department head, within five (5) working days of receipt of the response in Step One or within five (5) working days of the occurrence of the incident giving rise to the grievance if Step One was not applicable. The department head shall meet with the employee within five (5) working days following receipt of the grievance and attempt to resolve the matter. The department head shall issue a decision within five (5) working days following the meeting.

   b. If the employee is not satisfied with the response, the employee may elect to proceed to Step Three.

3. Step Three: Safety Service Director

   a. The employee shall submit the written grievance, copies of all previous written responses and a written explanation why such responses are not acceptable, to the Safety Service Director /designee within five (5) working days of receipt of the response in Step Two. The Safety Service Director shall schedule a meeting within five (5) days of receipt. The Safety Service Director shall meet with the employee within five (5) working days following receipt of the grievance and attempt to resolve the matter. The

Safety Service Director shall issue a decision within five (5) working days following the meeting.

b. If the employee is not satisfied with the response, the employee may elect to proceed to Step Four.

4. Step Four: Mayor

a. The employee shall submit the written grievance, copies of all previous written responses and a written explanation why such responses are not acceptable, to the Mayor within five (5) working days of receipt of the response in Step Three. The Mayor shall schedule a hearing within fifteen (15) days of receipt. The Mayor shall issue a decision within a reasonable time following the hearing. The decision of the Mayor shall be final and binding on all parties except as otherwise provided by law.

5. General Procedures for Hearings:

a. Grievances citing issues of law may be forwarded by the department head or Appointing Authority to the City Law Director's Office for an opinion before proceeding, and all time limits shall be held in abeyance until such opinion is received.

b. The parties may extend time limits by mutual written agreement.

c. A grievant may have an employee representative or witnesses present at any hearing. Employees, employee representatives and employee witnesses shall not lose pay or benefits for time spent in hearings if held during the employee's normal working hours. Prior notice of any employee participating in any grievance hearing shall be provided to the Employer representative to allow the employee to be released from duty.

d. Hearings shall be informal and the rules of evidence customarily applicable in court shall not apply.

PUBLIC RECORDS – INSPECTION, RELEASE, AND RETENTION APPENDIX A

A. Public Records:

1. The City of Norwood, in accordance with the Ohio Revised Code, defines records as including the following: Any document – paper, electronic (including, but not limited to, e-mail and text messages), or other format – that is created or received by, or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, operations, or other activities of the City. All records of the City are public unless they are specifically exempt from disclosure under the Ohio Revised Code.

2. It is the policy of the City that, as required by Ohio law, records will be organized and maintained so that they are readily available for inspection and copying. Record retention schedules are to be updated regularly and posted prominently.

B. Records Requests: Each request for public records should be evaluated for a response using the following guidelines:

1. Although no specific language is required to make a request, the requestor must at least identify the records requested with sufficient clarity to allow the public office to identify, retrieve and review the records. If it is not clear what records are being sought, the records custodian must contact the requestor for clarification and should assist the requestor in revising the request by informing the requestor of the manner in which the office keeps its records.

2. The requestor does not have to put a records request in writing, and does not have to provide his or her identity or the intended use of the requested public record. It is the City of Norwood's general policy that this information is not to be requested.

3. Public records are to be available for inspection during regular business hours, with the exception of published holidays. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. "Prompt" and "reasonable" take into account the volume of records requested; the proximity of the location where the records are stored; and the necessity for any legal review of the records requested.

4. Each request should be evaluated for an estimated length of time required to gather the records. Routine requests for records should be satisfied immediately if feasible to do so. Routine requests include, but are not limited to, meeting minutes (in both draft and final form), budgets, salary information, forms and applications, personnel rosters, etc. If fewer than twenty (20) pages of copies are requested or if the records are readily available in an electronic format that can be e-mailed or downloaded easily, these should be made as quickly as the equipment allows.

   All requests for public records must either be satisfied or be acknowledged in writing by the City within seven (7) business days following the office's receipt of the request. If a request is deemed significantly beyond "routine", such as seeking a voluminous number of copies or requiring extensive research, the acknowledgement must include the following:

a. An estimated number of business days it will take to satisfy the request.

b. An estimated cost if copies are requested.

c. Any items within the request that may be exempt from disclosure.

5. Any denial of public records requested must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

C. **Costs for Public Records:**

1. Those seeking public records will be charged only the actual cost of making copies.

   a. The charge for paper copies is twenty cents ($.20) per page. Prepayment is required.

   b. There is no charge for documents emailed.

2. Requestors may ask that documents be mailed to them. Prepayment required for the actual cost of the postage and mailing supplies.

D. **E-MAIL:** Documents in electronic mail format (including text messages) are records as defined by the Ohio Revised Code when their content relates to the business of the office. E-mail is to be treated in the same fashion as records in other formats and should follow the same retention schedules.

1. Records in private e-mail accounts and text messages used to conduct public business are subject to disclosure, and all employees or representatives of the City are instructed to retain their e-mails that relate to public business and to copy them to their business e-mail accounts and/or to the City of Norwood's records custodian.

2. The records custodian is to treat the e-mails from private accounts as records of the City, filing them in the appropriate way, retaining them per established schedules and making them available for inspection and copying in accordance with the Public Records Act.

E. **Failure to Respond to Public Records Request:** The City recognizes the legal and non-legal consequences of failure to properly respond to a public records request. In addition to the distrust in government that failure to comply may cause, City of Norwood's failure to comply with a request may result in a court ordering the City to comply with the law and to pay the requestor

City of Norwood

Victor Schneider
MAYOR

Office of Human Resources

Memo

Date: 07/28/2026

To: Norwood City Council

From: Lori Zombek, HR Director

Subject: Personnel Policy and Procedure Manual Updates

A comprehensive review of the Personnel Policy and Procedure Manual was conducted by Noah Powers, Safety Services Director and Lori Zombek, HR Director. This effort was undertaken to ensure the manual remains current and represents both actual and best practices of policy and procedure.

- A significant portion of the updates consists of language edits that do not change the application of policy, but instead modernize terminology or align the manual with current operational practices. Examples include the addition of required PWFA and PUMP Act provisions (Section 6.13), updates reflecting the use of the HRIS system in place of paper forms throughout the manual, correction of benefits eligibility to reflect the first day of employment, and the use of the term *bereavement* in place of *funeral*. Additionally, sections 1.01 through 1.09 were streamlined to delete duplicative language and modernize section. Section 6.08 was moved to addendum and updated based on most recent ordinance.

Sections that include changes to policy are:

- Forms will be part of administrative development and use and kept separate from manual (1.0)
- Vacation use after first 6 months instead of after a year and vacation accrual step changes (5.03).
- FMLA details added for process purposes (5.09).
- Leave Donation Program (5.20)- updated approval language and minimum balances.
- Use of Airbnb/ VRBO and per diem rates (6.01 B, 4).
- Vehicles (6.02 2,b) – noted out of state license and not only Ohio.
- Social media clarification (6.10, D.) – overall update of current language and platforms.
- Credit/ Procurement Card updated (6.11) -Added Procurement Card Language

4645 Montgomery Road | Norwood, Ohio 45212
(513) 458-4512 | lzombek@norwoodohio.gov

EXHIBIT
B

- Deletion of discipline in tardy and absenteeism section. (7.02 and 7.03) The processes spelled out are not used in practice. These sections now pointed to Chapter 8, Discipline Procedures.
- Punishment language removed around Garnishments. (7.07)
- Drug Free workplace policy (7.06). Rewrite of policy to use best and current practice.

New policy added are as follows:

- Longevity Pay (4.09) for non- union full time positions (Beginning in 2027 with budget approval)
- Tuition Reimbursement (5.21).
- Remote Work Policy (6.16).
- Sick Leave Conversion (5.01).

Frost Brown Todd reviewed the manual, and their recommended edits were incorporated where appropriate.

Please let us know of questions or clarifications we can provide.

Sincerely,

Lori Zombek

HR Director, MPA, SHRM-CP, PHR

CC: Victor Schneider, Mayor

Noah Powers, Safety Service Director

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request: 7/29/2026	Date Needed: 8/11/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Lori Zombek
Contact:	513-458-5349
Document Requested:	Ordinance
Executive Summary of document needed:	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
A comprehensive review of the Personnel Policy and Procedure Manual was conducted. This effort was undertaken to ensure the manual remains current and represents both actual and best practices of policy and procedure. Further details of change are in attached memo and manual.	
Action Requested:	Non-Emergency - Three Readings with 30 Day Effectivity
If Emergency clause or suspension of rules for all three readings is needed, explain:	
Special Notes/Instructions	

Keith D Moore, Law Director
kmoore@norwoodohio.gov
513-458-4585 / 513-258-5483

Tim Garry, Jr., Assistant Law Director
tgarry@norwoodohio.gov
513-458-4588 / 513-312-1275 (rev. 01/09/2018)

ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A 5-YEAR CONTRACT WITH AXON ENTERPRISE, INC., FOR SPECIALIZED HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES NECESSARY FOR A BODY WORN CAMERA (BWC) SYSTEM FOR THE NORWOOD POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Norwood Police Department has been using Body Worn Camera (BWC) systems in the course of their police patrols since 2015; and

WHEREAS, the Norwood Police Department has determined that Axon Enterprises, Inc., which has significant specialized experience in providing the hardware, software, and training necessary to provide thousands of police departments with Body Worn Camera (BWC) systems, has proposed a 5-Year Quote Summary to meet the needs of the City of Norwood's Police Department; now therefore,

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

SECTION 1. That the Safety-Service Director is hereby authorized to enter into a 5-year contract with Axon Enterprise, Inc., to provide the necessary hardware, software, refreshed hardware, setup, and training to implement the Norwood Police Department's Body Worn Camera system for the next 5 years;

SECTION 2. That the City Auditor is hereby authorized to draw and the City Treasurer authorized to pay warrants in an amounts and according to the terms set forth in the attached 5-Year Quote Summary shown in the attached "Exhibit A," for the purchase of the specialized hardware, software, refreshed hardware, setup, and training services, the first-year payment of $62,035.40 drawn and paid from **POLICE CONTRACTUAL FUND (#1001-0832-57200)**; and the remaining four years of annual payments of $25,000.00 each drawn and paid from the **POLICE CONTRACTUAL FUND (#1001-0832-57200)**.

SECTION 3. 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 to provide police protection and law enforcement using a consistently operable Body Worn Camera (BWC) system.

PASSED________________________
Date

____
Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the______day of___________, 2026 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____ day of _______________, 2026.

____
Kelsi Goins
Clerk of Council

APPROVED_________________________ Date

____
Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ and _____________________.

____
Kelsi Goins
Clerk of Council

ORDINANCE READINGS

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings ______________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-887638-46231JL

Issued: 07/28/2026

Quote Expiration: 07/31/2026

Estimated Contract Start Date: 08/15/2026

Account Number: 110546
Payment Terms: N30
Mode of Delivery: AUTO-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Norwood Police Dept. 4701 Montgomery Rd Cincinnati, OH 45212-2609 USA	Norwood Police Dept. - OH 4701 Montgomery Rd Cincinnati OH 45212-2609 USA Email: mklingelhoffer@norwoodpolice.org	Jesse Lowe Phone: (847) 514-5377 Email: jlowe@axon.com Fax:	Matthew Klingelhoffer Phone: (513) 458-4528 Email: mk@norwoodpolice.org Fax: (513) 458-4524

Quote Summary

Program Length	60 Months
TOTAL COST	$162,035.40
ESTIMATED TOTAL W/ TAX	$162,035.40

Discount Summary

Average Savings Per Year	$18,620.54
TOTAL SAVINGS	$93,102.69

tabbies
EXHIBIT
A

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$62,035.40	$0.00	$62,035.40
Jul 2027	$25,000.00	$0.00	$25,000.00
Jul 2028	$25,000.00	$0.00	$25,000.00
Jul 2029	$25,000.00	$0.00	$25,000.00
Jul 2030	$25,000.00	$0.00	$25,000.00
Total	**$162,035.40**	**$0.00**	**$162,035.40**

Quote Unbundled Price:	**$255,134.80**
Quote List Price:	**$232,612.03**
Quote Subtotal:	**$162,035.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	60	$78.01	$62.52	$62.52	$11,253.60	$0.00	$11,253.60
BWCamTAP	Body Worn Camera TAP Bundle	26	60	$50.89	$39.00	$39.00	$60,840.00	$0.00	$60,840.00
Fleet3B	Fleet 3 Basic	1	57	$187.63	$166.82	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
HWCNAB4	Axon Body 4 Connected Hardware Bundle	26			$1,049.00	$0.00	$0.00	$0.00	$0.00
H00002	Axon Body 4 Multi-Bay Dock Bundle	3			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
80401	Axon Fleet 3 - ALPR License - 1 Camera	1	57		$63.67	$0.00	$0.00	$0.00	$0.00
73683	Axon Evidence - Storage - 10GB A La Carte	100	60		$0.81	$0.00	$0.00	$0.00	$0.00
73686	Axon Evidence - Storage - Axon Device Unlimited	26	60		$32.55	$19.53	$30,466.80	$0.00	$30,466.80
BasicLicense	Basic License Bundle	43	60		$16.27	$16.25	$41,925.00	$0.00	$41,925.00
ProLicense	Pro License Bundle	6	60		$48.82	$48.75	$17,550.00	$0.00	$17,550.00
Total							**$162,035.40**	**$0.00**	**$162,035.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	26	1	07/15/2026
Axon Body 4 Connected Hardware Bundle	100182	Axon Body - Mount - Rapidlock High Retention Wing Clip	10	1	07/15/2026
Axon Body 4 Connected Hardware Bundle	100466	Axon Body 4 - Cable - USB-C to USB-C	29	1	07/15/2026
Axon Body 4 Connected Hardware Bundle	100775	Axon Body 4 - Magnetic Disconnect Cable	29	1	07/15/2026
Axon Body 4 Connected Hardware Bundle	11507	Axon Body - Mount - Rapidlock Single MOLLE	19	1	07/15/2026
Axon Body 4 Multi-Bay Dock Bundle	100206	Axon Body 4 - Dock - Eight-Bay	3	1	07/15/2026
Axon Body 4 Multi-Bay Dock Bundle	70033	Axon Body - Dock Wall Mount - Bracket Assembly	3	1	07/15/2026
Axon Body 4 Multi-Bay Dock Bundle	71019	Axon Body - Dock Powercord - North America	3	1	07/15/2026
Fleet 3 Basic	101924	Axon Fleet - Taoglas Ant - 7-in-1 4Cell 2WIFI 1GNSS Int	1	1	10/15/2026
Fleet 3 Basic	103346	Axon Fleet - Ericsson R980-5GD-A+5Yr Netcloud	1	1	10/15/2026
Fleet 3 Basic	70112	Axon Signal Vehicle	1	1	10/15/2026
Fleet 3 Basic	72036	Axon Fleet 3 - Standard 2 Camera Kit	1	1	10/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	3	1	01/15/2029
Body Worn Camera TAP Bundle	73309	Axon Body - TAP Refresh 1 - Camera	26	1	01/15/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	Axon Body - TAP Refresh 2 - Dock Multi-Bay	3	1	07/15/2031
Body Worn Camera TAP Bundle	73310	Axon Body - TAP Refresh 2 - Camera	26	1	07/15/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	43	08/15/2026	08/14/2031
Basic License Bundle	73840	Axon Evidence - ECOM License - Basic	43	08/15/2026	08/14/2031
Pro License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	18	08/15/2026	08/14/2031
Pro License Bundle	73746	Axon Evidence - ECOM License - Pro	6	08/15/2026	08/14/2031
A la Carte	73683	Axon Evidence - Storage - 10GB A La Carte	100	08/15/2026	08/14/2031
A la Carte	73686	Axon Evidence - Storage - Axon Device Unlimited	26	08/15/2026	08/14/2031
Fleet 3 Basic	80400	Axon Evidence - Fleet Vehicle License	1	11/15/2026	08/14/2031
Fleet 3 Basic	80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	2	11/15/2026	08/14/2031
A la Carte	80401	Axon Fleet 3 - ALPR License - 1 Camera	1	11/15/2026	08/14/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	Axon Fleet 3 - Deployment Per Vehicle - Not Oversized	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	Axon Body - TAP Warranty - Multi-Bay Dock	3	07/15/2027	08/14/2031
Body Worn Camera TAP Bundle	80464	Axon Body - TAP Warranty - Camera	26	07/15/2027	08/14/2031
Fleet 3 Basic	80379	Axon Signal - Ext Warranty - Signal Vehicle	1	10/15/2027	08/14/2031
Fleet 3 Basic	80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	1	10/15/2027	08/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4701 Montgomery Rd	Cincinnati	OH	45212-2609	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	Axon Evidence - Storage - 10GB A La Carte	100	$0.00	$0.00	$0.00
Year 1	73686	Axon Evidence - Storage - Axon Device Unlimited	26	$11,664.24	$0.00	$11,664.24
Year 1	80401	Axon Fleet 3 - ALPR License - 1 Camera	1	$0.00	$0.00	$0.00
Year 1	BasicLicense	Basic License Bundle	43	$16,051.03	$0.00	$16,051.03
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$4,308.45	$0.00	$4,308.45
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	26	$23,292.65	$0.00	$23,292.65
Year 1	Fleet3B	Fleet 3 Basic	1	$0.00	$0.00	$0.00
Year 1	H00002	Axon Body 4 Multi-Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 1	HWCNAB4	Axon Body 4 Connected Hardware Bundle	26	$0.00	$0.00	$0.00
Year 1	ProLicense	Pro License Bundle	6	$6,719.03	$0.00	$6,719.03
Total				**$62,035.40**	**$0.00**	**$62,035.40**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	26	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3B	Fleet 3 Basic	1	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	Axon Evidence - Storage - 10GB A La Carte	100	$0.00	$0.00	$0.00
Year 2	73686	Axon Evidence - Storage - Axon Device Unlimited	26	$4,700.64	$0.00	$4,700.64
Year 2	80401	Axon Fleet 3 - ALPR License - 1 Camera	1	$0.00	$0.00	$0.00
Year 2	BasicLicense	Basic License Bundle	43	$6,468.48	$0.00	$6,468.48
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$1,736.29	$0.00	$1,736.29
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	26	$9,386.84	$0.00	$9,386.84
Year 2	Fleet3B	Fleet 3 Basic	1	$0.00	$0.00	$0.00
Year 2	H00002	Axon Body 4 Multi-Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 2	HWCNAB4	Axon Body 4 Connected Hardware Bundle	26	$0.00	$0.00	$0.00
Year 2	ProLicense	Pro License Bundle	6	$2,707.75	$0.00	$2,707.75
Total				**$25,000.00**	**$0.00**	**$25,000.00**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	Axon Evidence - Storage - 10GB A La Carte	100	$0.00	$0.00	$0.00
Year 3	73686	Axon Evidence - Storage - Axon Device Unlimited	26	$4,700.64	$0.00	$4,700.64
Year 3	80401	Axon Fleet 3 - ALPR License - 1 Camera	1	$0.00	$0.00	$0.00
Year 3	BasicLicense	Basic License Bundle	43	$6,468.50	$0.00	$6,468.50
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$1,736.29	$0.00	$1,736.29
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	26	$9,386.83	$0.00	$9,386.83
Year 3	Fleet3B	Fleet 3 Basic	1	$0.00	$0.00	$0.00
Year 3	H00002	Axon Body 4 Multi-Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 3	HWCNAB4	Axon Body 4 Connected Hardware Bundle	26	$0.00	$0.00	$0.00
Year 3	ProLicense	Pro License Bundle	6	$2,707.74	$0.00	$2,707.74
Total				**$25,000.00**	**$0.00**	**$25,000.00**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	Axon Evidence - Storage - 10GB A La Carte	100	$0.00	$0.00	$0.00
Year 4	73686	Axon Evidence - Storage - Axon Device Unlimited	26	$4,700.64	$0.00	$4,700.64
Year 4	80401	Axon Fleet 3 - ALPR License - 1 Camera	1	$0.00	$0.00	$0.00
Year 4	BasicLicense	Basic License Bundle	43	$6,468.49	$0.00	$6,468.49
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$1,736.28	$0.00	$1,736.28
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	26	$9,386.85	$0.00	$9,386.85
Year 4	Fleet3B	Fleet 3 Basic	1	$0.00	$0.00	$0.00
Year 4	H00002	Axon Body 4 Multi-Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 4	HWCNAB4	Axon Body 4 Connected Hardware Bundle	26	$0.00	$0.00	$0.00
Year 4	ProLicense	Pro License Bundle	6	$2,707.74	$0.00	$2,707.74
Total				**$25,000.00**	**$0.00**	**$25,000.00**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	Axon Evidence - Storage - 10GB A La Carte	100	$0.00	$0.00	$0.00
Year 5	73686	Axon Evidence - Storage - Axon Device Unlimited	26	$4,700.64	$0.00	$4,700.64
Year 5	80401	Axon Fleet 3 - ALPR License - 1 Camera	1	$0.00	$0.00	$0.00
Year 5	BasicLicense	Basic License Bundle	43	$6,468.50	$0.00	$6,468.50
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	$1,736.29	$0.00	$1,736.29
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	26	$9,386.83	$0.00	$9,386.83
Year 5	Fleet3B	Fleet 3 Basic	1	$0.00	$0.00	$0.00
Year 5	H00002	Axon Body 4 Multi-Bay Dock Bundle	3	$0.00	$0.00	$0.00
Year 5	HWCNAB4	Axon Body 4 Connected Hardware Bundle	26	$0.00	$0.00	$0.00
Year 5	ProLicense	Pro License Bundle	6	$2,707.74	$0.00	$2,707.74
Total				**$25,000.00**	**$0.00**	**$25,000.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of Ohio DAS MCSA0096 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

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Q-887638-46231JL

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Norwood Police Dept. - OH the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request: 7/28/2026	Date Needed: 8/11/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Matthew Klingelhoffer
Contact:	MK@norwoodohio.gov
Document Requested:	Ordinance
Executive Summary of document needed:	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
1) Ordinance to enter into a contractual agreement with AXON for a 5-year purchase of Body Worn Cameras (BWC), BWC docking equipment, data storage, FLEET 3 in-car camera system with installation, warranties etc. The amount requested over 5 years is **$162,035.40**. The annual breakdown as follows: 2026 - **$62,035.40** 2027 - **$25,000.00,** 2028 - **$25,000.00,** 2029 - **$25,000.00,** 2030 - **$25,000.00.**	
Action Requested:	Emergency - Three Readings at One Meeting with Immediate Effectivity
If Emergency clause or suspension of rules for all three readings is needed, explain:	
The AXON Body-Worn Camera (BWC) contract is scheduled to expire on August 14, 2026. Negotiations have been ongoing since the first week of June and have resulted in significant cost savings over the five-year contract term compared to the initial proposal. The negotiated agreement also includes the (1) AXON FLEET 3 in-car recording system at no additional cost. To prevent any interruption in service or lapse in contract coverage with AXON, emergency reading and approval of this agreement is requested.	
Special Notes/Instructions	
Funding to cover the upfront cost and future funding of the AXON BWC contract will come from Police Contractual (1001-0832-57200) budget.	

ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A THREE (3) YEAR CONTRACT WITH CINCINNATI BELL TELEPHONE COMPANY, LLC d/b/a ALTAFIBER FOR CERTAIN TELEPHONE SERVICE, EQUIPMENT, AND INTERNET SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the City of Norwood has negotiated a three (3) year contract with Cincinnati Bell Telephone Co. LLC d/b/a altafiber for conducting regular City business and updating its current telephone system, equipment, internet services, maintenance contract, and connectivity between all City buildings; and

WHEREAS, the three (3) year contract will ensure that services and certain upgrades to the current telephone system, connectivity, 24/7 management and monitoring, service response for outages, and internet service are provided; and

WHEREAS, Norwood City Council desires to acquire reliable telephone equipment and services for all City facilities; 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 contract with Cincinnati Bell Telephone Co. LLC d/b/a altafiber, in accordance with the proposal on file in the office of the Safety-Service Director, as described in Exhibit "A" attached hereto and incorporated herein.

SECTION 2. The City Auditor is hereby authorized to draw, and the City Treasurer is hereby authorized to pay, warrants in the amounts outlined in the contract (Exhibit "A") for the foregoing purpose out of the **Public Lands and Buildings Contractual Fund (1001-0911-57200**).

SECTION 3. This ordinance is hereby declared to be an emergency ordinance necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the City of Norwood, and shall take effect immediately upon its adoption. The reason for said emergency is the necessity to proceed forthwith for telephone service to remain uninterrupted.

PASSED__________________________   ____________________________________

Date

Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the _____ day of _____________________, 2026, 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 _____ day of _____________________, 2026.

____

Kelsi Goins
Clerk of Council

APPROVED______________________
Date

____
Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ and ____________________.

____
Kelsi Goins
Clerk of Council

1st Reading ________________________
Date

2nd Reading ________________________
Date

3rd Reading ________________________
Date

All 3 Readings _____________________
Date

Tabled ____________________________
Date

Vetoed ____________________________
Date

A Service Agreement for City Of Norwood

Q-00098113

DOCUMENT CREATED DATE: 07/13/2026

EXHIBIT A

Table of Contents

altafiber

Section 1: Signatures

1.1 Signatures

City Of Norwood ("Customer") and Cincinnati Bell Telephone Co. LLC d/b/a altafiber Network Solutions and Cincinnati Bell Extended Territories LLC d/b/a altafiber Connected Services (collectively "altafiber"), for itself and its Affiliates agree to engage for the Services described in this Service Agreement: Q-00098113 ("Service Agreement").

This Service Agreement is effective as of the date of last execution below (the "Effective Date") and entered into by and between altafiber, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and City Of Norwood with a place of business at 4645 Montgomery Rd, Cincinnati, OH 45212-2689.

This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

Cincinnati Bell Telephone Co. LLC d/b/a altafiber		**City Of Norwood**	
By:		By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

City Of Norwood Billing Address:		**City Of Norwood Point of Contact:**	
Street:		Name:	
City:		Office:	
State:		Mobile:	
Zip:		E-Mail:	

Is your company's service address the same as your billing address?

Section 2: Pricing and Contract Term

2.1 Location: 1810 Courtland Ave, CINCINNATI, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	4	10.50	42.00	-	-
2	Business Calling - Migration	Calling Plan Unlimited	4	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	4	0.00	0.00	-	-
4	Business Calling - Migration	Cisco 8841	4	3.50	14.00	-	-
5	Business Calling - Migration	Configuration Fee	4	-	-	0.00	0.00
6	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
				Subtotal	56.00	Subtotal	0.00

2.2 Location: 2039 Sherman Avenue, Cincinnati, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	8	11.25	90.00	-	-
2	Business Calling - Migration	Calling Plan Unlimited	8	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	8	0.00	0.00	-	-
4	Business Calling - Migration	Cisco 8841	8	3.50	28.00	-	-
5	Business Calling - Migration	Quantity 250	1	0.00	0.00	0.00	0.00
6	Business Calling - Migration	Configuration Fee	8	-	-	0.00	0.00
7	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
				Subtotal	118.00	Subtotal	0.00

2.3 **Location:** 2059 Sherman Ave, CINCINNATI, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	10	12.60	126.00	-	-
2	Business Calling - Migration	Calling Plan Unlimited	10	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	10	0.00	0.00	-	-
4	Business Calling - Migration	Cisco 8841	11	3.50	38.50	-	-
5	Business Calling - Migration	Configuration Fee	10	-	-	0.00	0.00
6	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
				Subtotal	164.50	Subtotal	0.00

2.4 **Location:** 2600 Park Ave, CINCINNATI, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	3	10.00	30.00	-	-
2	Business Calling - Migration	Calling Plan Unlimited	3	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	3	0.00	0.00	-	-
4	Business Calling - Migration	Cisco 8841	3	3.50	10.50	-	-
5	Business Calling - Migration	Configuration Fee	3	-	-	0.00	0.00
6	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
				Subtotal	40.50	Subtotal	0.00

2.5 **Location:** 2605 Harris Ave, CINCINNATI, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	11	11.73	129.03	-	-
2	Business Calling - Migration	Calling Plan Unlimited	11	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	11	0.00	0.00	-	-
4	Business Calling - Migration	Cisco 8841	11	3.50	38.50	-	-
5	Business Calling - Migration	Configuration Fee	11	-	-	0.00	0.00
6	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
7	Business Calling - Migration	Additional Voicemail Box Hosted UC Voip RecurringCharges	1	4.95	4.95	0.00	0.00
				Subtotal	172.48	Subtotal	0.00

2.6 Location: 3001 Harris Ave, CINCINNATI, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	3	15.00	45.00	-	-
2	Business Calling - Migration	Calling Plan Unlimited	3	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	3	0.00	0.00	-	-
4	Business Calling - Migration	Cisco 8841	4	3.50	14.00	-	-
5	Business Calling - Migration	Configuration Fee	3	-	-	0.00	0.00
6	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
				Subtotal	59.00	Subtotal	0.00

2.7 Location: 4645 Montgomery Rd, CINCINNATI, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	56	14.00	784.00	-	-
2	Business Calling - Migration	Calling Plan Unlimited	56	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	56	0.00	0.00	-	-
4	Business Calling - Migration	Cisco 8841	50	3.00	150.00	-	-
5	Business Calling - Migration	Configuration Fee	56	-	-	0.00	0.00
6	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
7	Business Calling - Migration	Additional Voicemail Box Hosted UC Voip RecurringCharges	10	4.95	49.50	0.00	0.00
				Subtotal	983.50	Subtotal	0.00

2.8 Location: 4701 Montgomery Rd, Cincinnati, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	14	11.60	162.40	-	-
2	Business Calling - Migration	Calling Plan Unlimited	14	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	14	0.00	0.00	-	-
4	Business Calling - Migration	Cisco ATA 191 (2-port)	4	13.00	52.00	-	-
5	Business Calling - Migration	Configuration Fee	14	-	-	0.00	0.00
6	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
7	Business Calling - Migration	Additional Voicemail Box Hosted UC Voip RecurringCharges	36	4.95	178.20	0.00	0.00
				Subtotal	392.60	Subtotal	0.00

2.9 Location: 4725 Montgomery Rd, CINCINNATI, OH, United States, 45212

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Business Calling - Migration	Calling	18	13.00	234.00	-	-
2	Business Calling - Migration	Calling Plan Unlimited	18	0.00	0.00	-	-
3	Business Calling - Migration	Managed Service	18	0.00	0.00	-	-
4	Business Calling - Migration	Cisco 8841	16	3.50	56.00	-	-
5	Business Calling - Migration	Configuration Fee	18	-	-	0.00	0.00
6	Business Calling - Migration	Self-Training	1	-	-	0.00	0.00
7	Business Calling - Migration	Additional Voicemail Box Hosted UC Voip RecurringCharges	9	4.95	44.55	0.00	0.00
8	Business Calling - Migration	Overhead Paging Hosted UC Voip RecurringCharges	1	12.95	12.95	0.00	0.00
				Subtotal	347.50	Subtotal	0.00
				MRC Total	USD 2,334.08	NRC Total	USD 0.00

Contract Term; Terms and Conditions
Unless otherwise provided in the Terms and Conditions Supplements attached hereto and incorporated herein by reference https://www.altafiber.com/about-us/policies/service-terms-and-conditions (as applicable):

The initial term of this Service Agreement will be thirty six (36) months beginning on the date that Company first invoices Customer for the Minimum Commitment Amount (as defined in the Pricing sections) for each service, and shall remain in effect unless earlier terminated pursuant to Section 5.10 of the General Terms and Conditions Supplement, to the terms herein, or until all CCRs or Addenda issued pursuant to this Service Agreement have been terminated or expire, whichever is last to occur ("Initial Term"). Following the expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

altafiber

Company reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

Section 3: Business Calling Supplement

The Business Calling Supplement is attached to and made a part of the Service Agreement Number Q-00098113 ("Service Agreement") and contains additional terms specific to Business Calling Service (defined below). The terms of this supplement will supersede any contradictory language contained elsewhere in this Service Agreement.

3.1 Definitions

For purposes of the Service Agreement, "Service" shall mean the Business Calling service which consists of enhanced voice communications and collaboration services using a data network, including related features, products and services provided by altafiber under the pricing plan that Customer has selected. "Service" does not include the electrical power or data network connection that is required for the Customer to utilize the Service and which Customer is responsible for obtaining from altafiber and/or a third party.

3.2 Customer Obligations

3.2.1 Bandwidth and Wiring

In relation to its data network, Customer is responsible for supplying bandwidth of adequate quantity and quality to accommodate all of its data and voice transport, as well as adequate inside wiring (i.e., CAT5, CAT5-E, or CAT6) at its site(s). altafiber will not be responsible for impairments to the Service caused by third parties with whom Customer contracts for these other services.

3.2.2 Electrical

Customer will furnish, at its expense, such space, electrical power, and environmental conditioning at Customer's premises as CBTS may reasonably require in connection with performing its obligations hereunder.

3.2.3 IT Vendors

Customer is responsible for communicating with relevant information technology vendors ("Vendors") to ensure the Vendors are present at the proposed time and date for Service installation. altafiber will notify Customer at least five (5) days prior to the Service Installation or Activation Date, as applicable, to allow Customer to coordinate with its Vendors. altafiber is not responsible for any necessary re-configuration to Customer's data network. The cost of network re-configuration will be the sole responsibility of Customer. If the Customer does not have a Vendor and would like one, altafiber will refer the Customer to an altafiber-approved Vendor. altafiber will charge Customer a late fee of $150.00 if Customer fails to communicate any install date changes in writing (email) to altafiber at least forty-eight (48) hours in advance of the scheduled install date.

3.2.4 Right of Access

Without the prior written consent of altafiber, Customer will not access, or attempt to access, any equipment or facilities furnished by altafiber in connection with this Service Agreement.

3.2.5 Repair

Prior to requesting repair service from altafiber, Customer will use commercially reasonable efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be solely responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of Service reasonably requested by altafiber.

3.2.6 Liability

Client agrees to comply with altafiber's policies respecting the Service as provided from time to time, or to which Customer is directed when using the Service. While using the Service, Client shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or altafiber's policies. In addition, without incurring liability, altafiber may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block Service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

3.2.7 Acceptable Use
Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively "Content") that is transmitted in relation to Customer's use of the Service. If altafiber becomes aware, through subscriber complaints or otherwise, of any Content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable or violating applicable law, altafiber shall have the right, but not the responsibility, to immediately remove such Content and/or to terminate Service without notice. This policy applies to any Content made available by Customer, Customer's clients, or generally made available through Customer account.

3.2.8 Third Party Terms
Services provided under this Supplement are subject to and governed by third party terms found here: Cisco General Terms. Such terms shall be in addition to the terms of this Supplement and are incorporated herein by reference, and Customer is responsible for complying with the terms.

3.3 Installation and Maintenance

3.3.1 Installation
if Professional Install is purchased by Customer, altafiber and/or a third party contractor selected by altafiber will install the leased altafiber Provided Equipment at Customer locations,. Customer is responsible for correctly and accurately submitting information to altafiber as requested to verify site readiness for the installation. If altafiber or its contractor is unable to install the equipment due to incorrect reporting of site viability, altafiber and/or its contractor will perform a site survey while at the Customer location(s). If a site survey is required, a site survey charge will be applied to the first Customer bill as indicated in the chart below. Customer understands and agrees that while altafiber will conduct the site survey, altafiber is not responsible for completing the required work to ensure the Site Readiness Acknowledgement (attached) can be finalized.

Installation Charge Base Rate is defined per site in the Service Pricing Table. Installation/One-time charge does not cover premise technician work outside of altafiber's third party vendor's normal business hours, which are defined as 8am-5pm local time Monday-Friday. Work performed outside of those normal business hours will be billed to Customer at 1.5X the Installation Charge defined in the Service Pricing Table.

If altafiber and/or its third party contractor is unable to install on the scheduled installation date due to incorrect reporting of site viability or is turned away from an installation appointment at a Customer's request, altafiber will charge to Customer a repeat visit charge in the amount of the Installation Charge Base Rate.

altafiber will charge a cancellation fee to the first Customer bill if Customer cancels within twenty-four (24) hours of the scheduled installation without prior notice.

Charge Description	One-Time Fee Per Location
Optional Site Survey	$349.99
Installation Cancellation Fee	$349.99

3.3.2 Site Readiness Document
Customer agrees to provide altafiber with a completed "Site Readiness Acknowledgement", as attached, and confirm its Customer-provided information via signature in advance of Service Activation.

3.3.3 Maintenance Charges

If Customer requests altafiber to send maintenance personnel to perform troubleshooting and it is determined that the need for maintenance was caused by Customer or Customer's equipment, then additional maintenance charges will apply.

3.3.4 Implementation and Training Tiers

If the Customer chooses to upgrade to a higher tier of install, custom configuration, and/or training during the implementation process, Customer is subject to the increased one time fees associated with the upgrade and acknowledges that any such upgrade request may delay the projected install and/or training schedule.

3.4 Service Level Agreement

3.4.1 Service Level Objectives

A. The following table includes service level objectives (SLOs) for incident management.

Priority	Time to Respond*	Time to Repair*	Time to Repair – Requires Dispatch*
Priority 1	1 Hour	6 Hours	8 hours + travel time
Priority 2	2 hours	48 Hours	72 hours – travel time
Priority 3	4 Hours	5 Business Days	7 Business Days
Priority 4	1 Business Day	10 Business Days	12 Business Days

*The aforementioned SLOs are applicable only to U.S. locations. For Hawaii and Alaska locations, an additional two (2) hours will be added to SLO for Time to Repair and Time to Repair – Requires Dispatch. International locations are excluded from SLOs.

The following assumptions are used for the incident management SLOs:

- A Customer-provided resource must be available immediately to altafiber and all necessary equipment must be on-site.
- Equipment must be monitored by altafiber.
- Issue must be related to Business Calling and not the Customer provided connectivity.

B. Incident Priority Definitions

The following table includes definitions of the incident priority levels.

Priority	Priority Definition
Priority 1: Business Critical Incident	Any one of the criteria below with no business process work-around available: 1) **Total Outage Impacting Critical Business Function:** Total outage of the service, site, or critical business application. 2) **Significant Outage Impacting Critical Business Function:** More than 50% of the users of the service, site or critical business application are completely unable to utilize the service, site or critical business application. 3) **Other Outage Impacting Critical Business Function:** The incident presents a high business impact for the customer as defined by the inability to perform a critical business function.
Priority 2: Urgent Incident	Any one of these criteria: 1) **Partial Outage Impacting Critical Business Function**: Outage OR significant performance degradation of the service, site or critical business application impacting more than 50% of the end users who can continue to perform critical business functions, but in a severely degraded manner. 2) **Outage Impacting Non-Critical Business Functions:** Other incidents impacting a small group of end users of the service, site or non-critical business application (10%-50% of the service's end user population).
Priority 3: Normal Incident	1) **Performance or Efficiency Concerns:** Incidents that have little or no impact on critical business functions, affecting the efficiency of the normal business operation of an individual user or less than 50% of the user community.
Priority 4: Scheduled or	Any one of these criteria: 1) An incident that can be handled on a scheduled basis that extends beyond normal standard

Out of Scope Incident	service level objectives. The incident may require an extended resolution time, but does not prohibit the execution of productive work. 2) Incidents related to non-standard or non-supported applications or hardware where there is no impact to Customer's critical business functions. 3) All incidents requesting support outside the current contractual support hours. Customer will be charged for time and materials. 4) Out of scope requests. Customer will be charged for time and materials OR the customer will be contacted by a sales representative and presented with an estimate. Once accepted, a mutually agreeable schedule will be developed by altafiber. altafiber will not take action, until the customer has accepted the time and materials rates or the estimate.

3.4.2 Core Availability SLA
altafiber, in partnership with Cisco, will make reasonable efforts to ensure that the Business Calling Service will be available 99.99%. "Available" means that altafiber, in partnership with Cisco, can successfully send and receive packets to the VoIP core network on a 15-minute interval.

3.4.3 Phone Replacement SLA
altafiber will use commercially reasonable efforts to respond to any inoperable phone equipment within four (4) hours after Customer has notified altafiber that such device is inoperable by opening a trouble ticket with altafiber Service Desk. If such device remains inoperable for more than two (2) business days after Customer has notified altafiber that such device is inoperable, altafiber will ship a new device to the Customer at no additional charge. altafiber will be responsible for replacement of all altafiber provided hardware, with the exception of cordless phone batteries, due to damage, defect, or malfunction, regardless of root cause for failure.

3.4.4 Credits
The total amount of all credits for any one location will not exceed the monthly charge for that location. The credit referred to herein shall be altafiber's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

3.4.5 Exceptions
The standards described herein do not include periods of non-attainment resulting in whole or in part from one or more of the following causes: (i) Any act or omission by Customer, its contractors, agents, or any other entity over which Customer exercises control or has the right to exercise control; (ii) Scheduled maintenance; (iii) Labor strikes; (iv) Force Majeure events; (v) Any act or omission on the part of a third party; (vi) caused by third party equipment, software or service not provided by altafiber, and (vii) First month of Service for this particular service element.

3.5 Voice Services

3.5.1 Long Distance Usage Rate
The voice usage rate stated on the Services Agreement applies to Customer's long distance service terminating in the United States that is in excess to those minutes included in the monthly recurring rate for the tier selected.

3.5.2 International Voice Usage and Waiver of Liability
altafiber's international voice service usage rates, which vary by country, are subject to change upon three (3) days written notice. To view the international voice service usage rates, please visit www.altafiber.com or the specified web address as follows: https://altafiber.com/business/phone/international-long-distance-rates.

Customer accepts all financial responsibility associated with international and Caribbean calls originating from their physical devices, or from their login credentials to the Business Calling web portal, regardless of the nature of these calls.

3.5.3 Unlimited Long Distance
If Customer has purchased unlimited long distance, Customer has unlimited outbound calling in the continental US. altafiber unlimited calling plans are designed for normal commercial use and are not designed for organizations such as, but not limited to call centers, resellers, or telemarketers. Unauthorized or Excessive Use will result in Customer being charged the market long distance rate per minute or placed on a purchasable long distance bucket plan. Excessive Use is defined as 1.) An average of outbound domestic long distance exceeding 2,000 minutes per total users) per month or 2.)

Inbound domestic toll free calling exceeding 250 minutes per total users per month.

3.5.4 Call Increments and Rounding
Non-calling card interstate and intrastate outbound and inbound calls are billed in one thirty (30) second increment with six (6) second additional increments thereafter. All calls are rounded up to the nearest cent.

3.5.5 Scope
altafiber (i) shall use reasonable commercial efforts to commence provisioning of services to Customer on or before the Service Activation Date, which is scheduled to be the first date of order activation; and (ii) is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested. Usage charges shall be based on (i) the rates for services set forth herein, as applicable; and (ii) actual usage of altafiber's network from establishment of a connection between the calling telephone and the called telephone to termination, as determined in altafiber's sole discretion.

3.5.6 Short Duration Call Penalty
Notwithstanding anything to the contrary herein, if the percentage of the Customer's completed calls that are equal to or less than six (6) seconds in length for any billing cycle meets or exceeds ten percent (10%), altafiber may charge an additional $0.02 for each Short Duration Call during such billing cycle (excluding those Short Duration Calls under the Short Duration Percentage Threshold).

3.5.7 Automatic Dialer Devices
Customer acknowledges and agrees that use of auto dialers, predictive dialers or other devices that generate automated outbound calls in conjunction with products and services provided under this Agreement is strictly prohibited. altafiber may, in its sole discretion, suspend service for issues pertaining to network congestion due to Customer's use of these devices, revise the pricing herein, or terminate service under this Agreement immediately.

3.6 Disclaimer of Emergency 9-1-1 Services
Customer is hereby advised that the Service, including Emergency 9-1-1 Service, will not function if the Customer handset or equipment is moved from the physical address/registered location where Service was installed by altafiber. Customer is hereby advised that Emergency 9-1-1 Service may not function or be available to Customer with the loss of electrical power or if the Internet access connection is not operational or if the altafiber provided equipment has been tampered with, damaged or relocated. Depending on the Customer's location, the type of handsets and other equipment Customer uses, the type of equipment used by the public safety access point or other applicable emergency services provider, and the circumstances and conditions of a particular call, Customer may not be connected or Customer's phone number and/or location may not be identifiable to emergency service providers. Customer signature to this contract will serve as acknowledgement that altafiber has advised customer of these limitations and that Customer accepts the services with these limitations. In addition to the limitations of liability, disclaimers and other service limitations contained in applicable tariffs or prescribed by altafiber's third party service providers, altafiber shall not be liable for any damages or other relief arising out of delays, mistakes, omissions, interruptions, misrouting of 9-1-1 calls, errors or defects in performance (including, but not limited to, problems with or outages of equipment) hereunder. Customer is responsible for ensuring that power is supplied to the altafiber provided equipment and that all equipment used in the receipt of the Services is properly maintained. Emergency 911 calling from Webex desktop application is supported. Emergency 911 calling from Webex mobile application will force the call to use the native cellular provider.

Section 4: General Terms and Conditions

4.1 Definitions.

4.1.1 The following definitions shall apply to the Service Agreement and, unless otherwise provided therein, shall also apply to the Supplements, which are incorporated into and made aa part of the Service Agreement. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "*Agreement*" shall be deemed to refer to the entire agreement between the Parties consisting of the Service Agreement and the Supplement(s).

4.1.2 Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.

4.1.3 Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.

4.1.4 Party - means (i) altafiber parent company, its affiliates and subsidiaries (collectively "altafiber") or (ii) Customer; and "Parties" means (i) and (ii).

4.1.5 Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

4.2 Services.

4.2.1 The rates, fees, and charges for a particular service to be provided by altafiber appear in the Service Agreement (Pricing and Contract Term section) above or in the applicable Supplement. Regulated services not listed in this Agreement that are provided by altafiber to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service(s). The specific terms and conditions applicable to the particular Services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth herein. Any future Supplements entered into between the parties shall reference and be governed by and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

4.3 Equipment Warranty, Use and Maintenance.

4.3.1 Except for Customer Provided Equipment for Ethernet service, altafiber will maintain, in good working order, the equipment used to provide service under the Supplement(s), during the term specified in the Service Agreement or the applicable Supplement, The Warranty Exclusions set forth herein shall apply. Customer will permit altafiber access to equipment located on Customer's premises that is used to provide service hereunder and altafiber will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of altafiber. Customer shall not modify the equipment used to provide service hereunder in any way, without the written permission of altafiber. Customer shall be responsible for paying the cost of any repairs necessitated by any such unauthorized modification(s).

4.4 Warranty Exclusions.

4.4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow altafiber's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-altafiber equipment;

and (c) Customer's abuse, misuse or negligent acts. altafiber may perform services in such instances on a time and materials or contract basis.

4.4.2 altafiber will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.4.3 Except as specified in this Agreement, altafiber, its subcontractors and suppliers make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

4.5 Title or Risk of Loss of Equipment.

4.5.1 For equipment sold to Customer and installed by altafiber, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

4.5.2 For all other equipment used in the provision of services under any Supplement, title shall remain solely with altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. altafiber will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to altafiber for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or contractors.

4.6 Confidential Information.

4.6.1 During the term of this Agreement and for two years thereafter, each Party shall maintain the confidentiality of the terms and pricing contained in this Agreement and all other confidential information disclosed by the other Party. Confidential information shall remain the property of the disclosing Party and shall be labeled as either "Confidential" or "Proprietary".

4.7 Resolution of Disputes and Governing Law.

4.7.1 The Parties will attempt, in good faith, to promptly resolve any controversy or claim arising out of or relating to this Agreement through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek arbitration as set forth below.

4.7.2 Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.

4.7.3 The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

4.8 Terms of Payment.

4.8.1 Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to altafiber undertaking any of the actions set forth in this Agreement, altafiber may apply late payment fees or take any action in connection with any other right or remedy altafiber may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of $24.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any altafiber invoice, Customer shall submit to altafiber by the Invoice Due Date, full payment of the undisputed portion of any altafiber invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. altafiber and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after altafiber receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to altafiber shall be due within (10) days of resolution of the dispute.

4.8.2 Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on altafiber's net income.

4.9 Termination.

4.9.1 Notwithstanding provisions regarding the Term and Termination Charges specified in the Service Agreement or any Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

4.9.2 In the event Customer provides timely notice to altafiber that it does not intend to renew an automatically renewing contract, altafiber will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.

4.9.3 In the event that one Party breaches any material obligation (other than payment obligations) in this Agreement the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the applicable Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of altafiber and the Customer to terminate in any such case shall be in addition to any other rights and remedies available hereunder or at law or in equity.

4.9.4 A Party may, at its option, terminate a Supplement immediately upon written notice on the event of an occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

4.9.5 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer otherwise would have been responsible.

4.9.6 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to altafiber. In the event that any service under this Agreement is terminated by Customer for convenience or for reasons other than altafiber's breach of this Agreement prior to the expiration of the then- current Term, the Customer will pay a Termination Charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term. The termination charge will be considered to be liquidated damages and will be altafiber's sole remedy against Customer for early termination, except for outstanding charges. Nothing contained in this Agreement is intended to indicate that the applicable Utility Commission has approved or sanctioned any particular termination charge(s).

4.9.7 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

4.10 Indemnification.

4.10.1 Customer shall indemnify, defend and hold harmless altafiber and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising directly out of the Customer's performance of obligations under this Agreement. A Party shall notify the other Party and describe the claim or action within fourteen (14) days of becoming aware of the claim or action itself. Customer may undertake the defense of any such claim or action and permit altafiber to participate therein. The settlement of any such claim or action by Customer without altafiber's prior written consent, shall release altafiber from any and all obligations hereunder with respect to such claim or action so settled.

4.11 Responsibilities of Each Party.

4.11.1 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

4.12 Limitations of Liability.

4.12.1 altafiber's liability arising out the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall altafiber be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not altafiber or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "altafiber" is deemed to include altafiber, its parent company, and their respective affiliates, subsidiaries, directors, officers, employees, agents, representatives, subcontractors and suppliers.

4.12.2 The Parties hereto agree that the Termination Charges and the limitations on liability contained herein are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of their inherent business risks.

4.13 Security and Access.

4.13.1 Employees and agents of altafiber and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

4.14 Work on Customer's Premises.

4.14.1 In performance of its obligations hereunder, altafiber shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of altafiber's noncompliance with any such laws. If altafiber's work related to this Agreement involves operations by altafiber on the premises of Customer, altafiber shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the performance of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, altafiber shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of altafiber's employees, agents or subcontractors.

4.15 Customer Obligations.

4.15.1 Prior to requesting repair service from altafiber, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by altafiber.

4.16 System Maintenance.

4.16.1 In the event altafiber determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, altafiber will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by altafiber.

4.17 Subcontracting.

4.17.1 altafiber may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

4.18 Changes in Laws.

4.18.1 This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request, upon thirty (30) days' written notice, that one or more provisions be renegotiated consistent with the change in circumstances.

4.19 Force Majeure.

4.19.1 No Party shall be held liable for any delay or failure in performance of any part of this Agreement including any Supplement, caused by a force majeure condition. A Force Majeure condition shall includes fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

4.20 Good Faith Performance.

4.20.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

4.21 No License.

4.21.1 Except as expressly provided in this Agreement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

4.22 Amendments; Waivers.

4.22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

4.23 Notices.

4.23.1 All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement (including but not limited to any notice relating to an alleged breach or termination), such notice shall be made in writing, unless specifically provided otherwise herein., Unless otherwise specifically required by this Agreement any such notice is to be delivered to the other party's designated Point of Contact or if no such designation, to the other party's signatory to this Agreement. Such notice shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Such notice shall be addressed to the other party at the address set forth in the Service Agreement. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

4.23.2 Changes in notice designation shall be made in writing and shall be deemed effective upon receipt.

4.24 No Rights to Third Parties.

4.24.1 This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

4.25 Severability.

4.25.1 If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

4.26 Assignment.

4.26.1 Customer will not resell or permit any third party to use any of the services provided by altafiber hereunder. Neither Customer nor altafiber may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. altafiber shall not be required to obtain consent in the case of a sale of all or substantially all the assets of altafiber or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, altafiber shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of altafiber.

4.27 Entire Agreement; Continuing Obligations.

4.27.1 The Service Agreement, along with which applicable Supplement(s) and Terms & Conditions, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by the provisions of this Agreement.

4.27.2 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions regarding Confidential Information, resolution of disputes, indemnification, limitations of liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

4.27.3 The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

4.27.4 Under federal law, Customer has a right, and altafiber has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from altafiber, including the amount, type, and destination of Customer's service usage; the way altafiber provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to altafiber sharing its CPNI with altafiber affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the altafiber parent company as well as altafiber agents and authorized sales representatives, to develop or bring new products or services to Customer's attention.

4.28 Regulatory Approval; Tariffs.

4.28.1 This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements shall control. The obligations of altafiber and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in altafiber's tariffs on file with regulatory agencies.

4.29 Executed in Counterparts.

4.29.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

4.30 Headings.

4.30.1 The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Appendix 1. ALTAFIBER Site Readiness Acknowledgement

for City Of Norwood

Please review the following Site Readiness Requirements section after this form for further details on Site Readiness Requirements or clarification on the below items.

The primary purpose of this document is to serve as a minimum set of site requirements that we expect from City Of Norwood ("Customer") to perform an installation of altafiber Business Calling. This includes:

- Internet Connectivity greater than 10mbps.
- Minimum Cabling (Cat5E or Cat6) and Patch Cable requirements met.

By confirming Site Readiness, Customer acknowledges responsibility for any associated fees because of any/all unprepared sites upon Installation. This confirmation applies to all sites as notated in signed Service Agreement between altafiber and City Of Norwood, unless specifically notated below.

Acknowledgement of Site Readiness by signature confirmation:

Signature of Authorized Representative:
Printed Name:
Title:
Company: City Of Norwood
Date:

Please provide Customer Technical Resource to engage for follow-up configuration details. If using a third-party IT Vendor, please provide Vendor information.

Technical Resource:	
Telephone:	
Email:	

The following sites are **exempt** from this acknowledgement of Site Readiness. By excluding these sites, Customer agrees to provide anticipated readiness dates.

Exempt Site Location:	Anticipated Installation Date:

Site Readiness

All construction at the location should be completed.

altafiber

Internet Connectivity

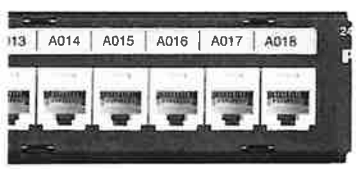
Internet connectivity needs to be installed and tested at the site prior to installation. This includes providing results from a basic speed test using https://www.altafiber.com/internet/internet-speed-test or similar. Results should be provided as part of the completed checklist in the form of a screenshot from a web browser.

Cabling

Site cabling requirements:

- Cat5E or higher (Cat6)
- Cat 5E Patch Panel
- Ample patch cables for patch panel to switch connection.

Existing wall jacks should be labeled correctly and correspond with supporting patch panel on premise. If patch panel is not used, cables leading from each drop where phones will be stationed must be a homerun back to rack or shelf and should be labeled.



NOTE: The installation technician generally is not allocated additional time to discover and tone out lines; tracing lines back from jacks to patch panel on the day of install if not labeled correctly. It is important that all jacks are labeled and correspond back to the patch panel or switch labeling. If tech must complete this on the install date, charges may apply for the additional time onsite.

Site Access

Site access information should be provided in advance of the installation date. If any special requirements for access are required, this information also needs to be provided in advance. This includes but is not limited to:

- Non-first floor install.
- The installation location has limited space to work.
- Security clearance is required in advance.
- Escorted access only.
- Ladder or Lift is required to reach equipment.
- Additional training or safety certificates required.

Checklist

altafiber Customer Site Pre-Installation Checklist

Internet Connectivity		
Internet detail	IP address used for test:	
	DNS addresses used for test:	
	Speed test used:	
Cabling		
Power detail	Cable type installed:	
	Patch panel location: (distance from	

	switch)	

Additional Site Access Details and Checklist Pictures:

Appendix 1. E9-1-1 Service Disclosure & Acknowledgement with altafiber Business Calling Service

Business Calling Service consists of interconnected voice over internet protocol ("VoIP") service via devices such as desk-top phones, computers, and other end-user devices that can be moved from one location to another (the "Service"). As a VoIP service provider, altafiber is required to comply with Kari's Law and the RAY BAUMS Act in relation to E911 services provided via the Service, as outlined below. The terms of this Appendix are incorporated into and made a part of the Agreement. In the event of a conflict between the terms of the Agreement, any Service Supplement, and the terms of this Appendix, the terms of this Appendix shall prevail.

Action Required Now

Federal Communications Commission rules implementing Kari's Law and Ray Baum's Act require that altafiber obtains and keeps a record on file showing that you (individually and as authorized representative of Customer on behalf of Customer's end-users, "You") have received and acknowledge this E9-1-1 Service Disclosure. Please **IMMEDIATELY** review the following information, **SIGN** this Acknowledgement, and **PROVIDE** the required dispatchable location and secondary notification information. Your Service will not be activated until we receive Your signed acknowledgement and completed information.

9-1-1 / E9-1-1 Service

1. "9-1-1 service" means functionality that allows you to contact emergency services, including, without limitation, police, fire and hospital medical services using a telephone or similar device equipped with dialing capabilities. There are two different types of 9-1-1 services available from providers of voice services: Basic 9-1-1 and Enhanced 9-1-1, also known as E9-1-1.
2. "Basic 9-1-1 Service" means the ability to route an emergency call to the designated entity authorized to receive such calls, typically a Public Safety Answering Point ("PSAP), for the Subscriber's registered or user-provided address. With Basic 9-1-1, the emergency operator answering the phone will <u>not</u> automatically receive or have access to the caller's telephone number or address information unless the caller provides such information verbally during the emergency call.
3. "Enhanced 9-1-1 or E9-1-1 service" means the ability to route an emergency call to the designated entity or PSAP authorized to receive such calls based on the Customer's registered or user-provided address <u>and</u> to deliver the caller's telephone number and registered address information automatically to the emergency operator answering the call.

Dispatchable Location

Ray Baum's Act ensures that a dispatchable location is conveyed with E911 calls. In order to comply with Ray Baum's Act, You must provide a dispatchable location for each telephone number registered to You. A dispatchable location includes a valid street address, plus additional information such as suite number, apartment, or similar information necessary to adequately identify the location of the calling party. You are solely and exclusively responsible for the accuracy of the information provided to altafiber and for updating such information as necessary, and You hereby consent to the disclosure of the dispatchable location(s), telephone number(s), and other identifying information to E911 authorities as altafiber deems necessary in its sole opinion and discretion. altafiber may determine the method for Customer to provide a dispatchable location, which may include submitting a written form or inputting information into a location manager portal.

Direct 911 Dialing and Secondary Notification

Kari's Law ensures that the Service is configured to permit direct 911 calls without the need to dial any additional digit, code, prefix or post-fix, including any trunk-access code. Kari's Law also ensures that the Service is configured to notify a secondary party of a 911 call (e.g., Customer's security office). In order to comply with Kari's Law, You must provide a secondary party that can receive a 911 notification, which includes the instance of a 911 call being placed, a valid callback number, and information about the caller's location. You are solely and exclusively responsible for the information provided to altafiber and for updating such information, and You hereby consent to the disclosure of the secondary party location(s) and other identifying information to emergency 911 authorities as altafiber deems necessary in its sole opinion and discretion. If the secondary party for notifications that you use for Service changes, you must provide the update to altafiber prior to such change becoming effective.

General E9-1-1 Service Limitations

Business Calling Service supports E9-1-1 services where the PSAP is E9-1-1-capable and utilizing the wireline E9-1-1 network to receive calls. **E9-1-1 service is not guaranteed at all locations. IT IS YOUR RESPONSIBILITY TO CONFIRM E9-1-1 AVAILABILITY AT YOUR LOCATION.** In addition, there are important differences in the way 9-1-1 service operates with a non-fixed VoIP phone or device compared to traditional telephone service.

1. Understand differences between 9-1-1 service and E9-1-1 service provided via VoIP Service. With traditional fixed-location phone services, a 9-1-1 call is sent directly to the nearest PSAP based on the registered address for the fixed service. With VoIP Service, however, the 9-1-1 call may be forwarded to a national 9-1-1 emergency center that automatically or manually routes the call to the nearest PSAP, which may result in delayed response time.
2. Keep the Service address up to date. Before members of your organization use the Service from a new location, the user **MUST** update their location information by going to https://wxc.e911cloud.com/login. Where a PSAP is E9-1-1 capable and can receive location information, altafiber will attempt to provide the emergency operator with the Customer's registered Service address. If the address is inaccurate and the caller cannot verbally provide accurate location information, emergency services may be dispatched to the wrong address.
3. Verify your physical location. Because VoIP Service phones/devices can be moved between location, the emergency operator may not have correct name, location or contact information available automatically. An end-user must immediately inform the emergency operator of their present location and call-back/contact information. Do not risk sending police or ambulance services to the wrong location.
4. Do not disconnect. Do not disconnect a 9-1-1 call until told to do so by an emergency dispatcher. If inadvertently disconnected, call back immediately.
5. Be prepared during any Service interruption or power outage. Service depends on Internet connectivity and electrical power to function. In the event of a power, network, or Internet outage (including congestion) or if your Service is disconnected or suspended due to non-payment, a user may experience a failure, disruption, or delay in making a 9-1-1 call. We recommend that Customer keeps an alternative phone service (such as a cellular telephone) handy to increase the reliability of access to emergency services during any Service interruption.
6. Inform other users. You **MUST** notify users in your organization and other potential users of the Service of the nature and limitations of 9-1-1 emergency calls made through VoIP Service as described above. You **MUST** ensure that all Service users receive labels warning that "E9-1-1 Service May be Limited or Not Available." The labels are available to you for download at: https://www.altafiber.com/business/help-center and must be affixed to each phone or placed near each phone.

Business Calling Enhanced Emergency Calling

For the most up-to-date and detailed information regarding Enhanced 911 (E911) for Business Calling, please refer to the Webex Help Center, via this direct link: https://www.altafiber.com/business/help-center.

Exceptions to the MLTS

You acknowledge that the Service does not include "management" or "operation" of the Service as these terms are used in Kari's Law and Ray Baum's Act. altafiber is not liable for compliance with Kari's Law and Ray Baum's Act if Customer changes, modifies, moves, upgrades, or combines the Service (or portions of it) with other equipment or services after installation by altafiber pursuant to the Agreement.

Limitations of Liability

altafiber's terms of service limit and disclaim liability related to E9-1-1 service provided over VoIP, so please read the following carefully:

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH IN THE RELEVANT SERVICE SUPPLEMENT AND ANY LIMITATIONS OF LIABILITY CONTAINED IN APPLICABLE LAWS, ALTAFIBER AND ITS AFFILIATES AND SERVICE PROVIDERS ("ALTAFIBER") WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES, COSTS, CLAIMS, LOSSES, EXPENSES, OR OTHER RELIEF (INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC OR PUNITIVE DAMAGES) THAT ARISE FROM, OR ARE DUE TO; (1) ANY OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, MISROUTING OR DEFECTS IN TRANSMISSION OF ANY 9-1-1 EMERGENCY CALL THAT IS MADE USING ALTAFIBER VOIP SERVICE OR ANY ERRORS OR DEFECTS IN PERFORMANCE, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING THIS SERVICE. ALTAFIBER DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF PUBLIC SAFETY ANSWERING POINTS

("PSAPS") AND ALL OTHER THIRD PARTIES INVOLVED IN THE PROVISION OF EMERGENCY RESPONSE SERVICES. ALTAFIBER DOES NOT HAVE ANY CONTROL OVER EMERGENCY OPERATORS/PSAPS AND IS THEREFORE NOT RESPONSIBLE FOR WHETHER THEY ANSWER 9-1-1 CALLS MADE USING THE VOIP SERVICE, HOW QUICKLY THEY ANSWER THESE CALLS, OR HOW THEY HANDLE THESE CALLS. ALTAFIBER RELIES ON THIRD PARTIES TO ASSIST IN THE PROVISION OF 9-1-1 SERVICES AND DISCLAIMS ANY AND ALL LIABILITY FOR ACTS OR OMISSIONS BY THIRD PARTIES IN THE PROVISION OF 9-1-1 SERVICES. NEITHER THE OFFICERS NOR EMPLOYEES OF ALTAFIBER NOR OF ITS AFFILIATES OR SERVICE PROVIDERS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD-PARTY USER OF 9-1-1 DIALING CAPABILITY UTILIZING VOIP SERVICE.

altafiber is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by altafiber including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of altafiber, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

For a complete description of our VoIP 9-1-1 service, please see the applicable service supplement..

Indemnification

You agree to defend, indemnify and hold harmless altafiber, its officers, directors, employees, agents and subcontractors from any and all claims and/or liability for damages, personal injury, death, fines, penalties, costs, expenses, losses, lost profit, lost revenue, property damage, attorneys' fees, and any and all other damages of whatever kind and nature relating to or arising out of the Service; the use of or inability to use the Service; delays in the Service due to incomplete or inaccurate dispatchable location or secondary notification information; the absence, failure or outage of the Service; the inability to dial 911 or e911 to access emergency service personnel; the inability to dial security, law enforcement or fire prevention/ protection services or systems; the handling of 911 calls by any local or national emergency response center; actions or inactions of third parties to route 911 emergency calls to the proper emergency response center; the use of and/or inability to use the equipment provided pursuant to the Agreement; and/or installation of such equipment.

Acknowledgment

By signing this form, Customer affirmatively acknowledges that: (1) this disclosure has been read and understood; and (2) Customer has informed all users of the Service so they understand how to contact emergency services by dialing 9-1-1 and understand the limitations of VoIP Service is relation to 9-1-1 service compared to traditional telephone 9-1-1 service.

City Of Norwood

Signature of Authorized Representative:
Printed Name:
Title:
Date:

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request: 8/3/2026	Date Needed: 8/11/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Noah Powers
Contact:	Ssd@norwoodohio.gov
Document Requested:	Ordinance
Executive Summary of document needed:	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
Requesting an ordinance authorizing the Safety-Service Director to enter into a 3-year contract with Alta Fiber for the provision of telecommunications services for conducting regular city business. See attached contract.	
Action Requested:	Emergency - Three Readings at One Meeting with Immediate Effectivity
If Emergency clause or suspension of rules for all three readings is needed, explain:	
Requesting emergency action to allow this contract to be entered into expeditiously and allow the city to move forward with any needed actions to ensure service remains uninterrupted.	
Special Notes/Instructions	
This contract is a renewal contract at current pricing.	

**ORDINANCE TO CHANGE APPROPRIATIONS FOR THE YEAR 2026,
AND DECLARING AN EMERGENCY**

WHEREAS, Council wishes to increase and/or decrease appropriation line items for 2026; now therefore,

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

SECTION 1. The appropriations line items are increased and/or decreased as follows:

See Attached Exhibit "A"

SECTION 2. This ordinance is hereby declared 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 to increase and/or decrease certain appropriation line items.

PASSED_______________________   _____________________________________
Date   Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the _____ day of _____________________, 2026, 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 _____ day of _____________________, 2026.

____
Kelsi Goins
Clerk of Council

APPROVED _________________________   _____________________________________
Date   Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ and _______________.

____
Kelsi Goins
Clerk of Council

1st Reading ___________________________
Date

2nd Reading __________________________
Date

3rd Reading __________________________
Date

All 3 Readings ________________________
Date

Tabled _______________________________
Date

Vetoed _______________________________
Date

8/11/2026
EXHIBIT A

Increase In Permanent Appropriations to the following funds:

1001-1050-57200	Recreation Contractual	$	30,000.00
1001-0850-57600	S.I. of Public Works	$	41,000.00
1001-0870-57600	City Garage	$	6,000.00
1001-0820-58801	Bldg. Dept. Refunds	$	14,000.00
5050-0853-58800	Water Dept. Refunds	$	5,000.00

Decrease In Permanent Appropriations to the following funds:

1001-1050-57300	Recreation Materials and Supplies	$	(30,000.00)
1001-0890-57600	Community Center Capital	$	(61,000.00)
5050-0853-57600	Water Capital	$	(5,000.00)

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request: 8/4/2026	Date Needed: 8/11/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Clint Zimmerman
Contact:	czimmerman@norwoodohio.gov
Document Requested:	Ordinance
Executive Summary of document needed: Ordinance authorizing a change to the permanent appropriations for 2026 and declaring an emergency.	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
Action Requested:	Emergency - Three Readings at One Meeting with Immediate Effectivity
If Emergency clause or suspension of rules for all three readings is needed, explain:	
Special Notes/Instructions	
Changes will be listed in Exhibit A. This is to move funds to areas needed for Rec. Dept. repairs, transportation for the new Assistant Superintendent of PW, additional needed for the Garage truck, refunds due from Building Dept.	

Keith D Moore, Law Director
kmoore@norwoodohio.gov
513-458-4585 / 513-258-5483

Tim Garry, Jr., Assistant Law Director
tgarry@norwoodohio.gov
513-458-4588 / 513-312-1275 (rev. 01/09/2018)

A RESOLUTION AMENDING RESOLUTION 2-2026 TO INCLUDE GOVDEALS AS AN AUTHORIZED INTERNET AUCTION SITE FOR MATERIALS TO BE AUCTIONED

WHEREAS, Ohio Revised Code Section 721.15 permits municipalities to sell unneeded, obsolete, or unfit vehicles and other items by internet auction;

WHEREAS, the City of Norwood may sell personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by internet auction;

WHEREAS, an annual Resolution adopted by City Council, expressing its intent to sell such property, which shall include a description of how the auctions will be conducted, specifying the number of days for bidding, and stating the general terms and conditions of sale, is required to permit the City to utilize the internet auction provision of ORC Section 721.15;

WHEREAS, with Ordinance No. 21-2016, this Council has ordained the parameters of the sale of municipally-owned real or personal property;

WHEREAS, the Norwood Police Department is required by statute to dispose of certain unclaimed items that come into its possession by public auction;

WHEREAS, upon the replacement of certain vehicles, the City's Service Department may have vehicles that it needs to dispose of through public auction;

WHEREAS, live auctions require the expenditure of City resources and the use of City personnel, which the Administration believes can be employed more efficiently; and

WHEREAS, after extensive research and due diligence, the City is recommending GovDeals.com, a web-based online auction site specializing in the sale of used vehicles and police department property, and other items, to be the City's contracted representative to conduct auctions on its behalf. The City has determined that certain specialized equipment is likely to bring a higher price through GovDeals.com

WHEREAS, City Council adopted Resolution 2-2026 earlier this year, and the City has determined that adding GovDeals would better serve the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Norwood, Ohio, that:

SECTION 1. The City of Norwood is authorized to conduct internet auctions in 2026 to sell surplus municipally owned property. All items for bid shall be listed for a period of not less than 15 days, including Saturdays, Sundays, and legal holidays. At its discretion, the City may list a minimum bid for any or all items.

SECTION 2. The City is authorized to agree with PropertyRoom.com, Hamilton County Online Public Auction, or GovDeals.com to conduct internet auctions on its behalf.

SECTION 3. After adoption of this resolution, and at the time the City is initiating an internet auction, the Clerk of Council will publish, in a newspaper of general circulation, notice of the City's intent to sell unneeded, obsolete, or unfit municipal property by internet auction. The notice shall include a summary of the information provided in this Resolution and shall be published at least twice, with the second notice being published anytime between the tenth and twentieth days after the first notice is published. A similar notice shall also be posted continually throughout the term of the auction in a conspicuous place in the City's administrative offices, in the office of the Clerk of Council, and on the City's website. An inventory of the items to be auctioned shall be listed in each notice.

PASSED__________________________ ______________________________
Date
Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was passed at a regular/special meeting of Norwood City Council on the _____ day of _________________, 2026, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing resolution was submitted to the Mayor of the City of Norwood, Ohio for his signature on the _____ day of _____________________, 2026.

____
Kelsi Goins
Clerk of Council

APPROVED____________________ ______________________________
Date
Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ ____________ and ____________________.

____
Kelsi Goins
Clerk of Council

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings _____________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request: 8/3/2026	Date Needed: 8/11/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Noah Powers
Contact:	Ssd@norwoodohio.gov
Document Requested:	Amendment
Executive Summary of document needed:	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
Requesting a resolution amending Resolution 02-2026 to include GovDeals as an authorized internet auction site for inventory, vehicles, equipment, and materials to be auctioned.	
Action Requested:	Non-Emergency - Three Readings with 30 Day Effectivity
If Emergency clause or suspension of rules for all three readings is needed, explain:	
Special Notes/Instructions	
The city is required to pass a resolution authorizing internet auction on an annual basis to allow it to dispose of unneeded, obsolete or unfit vehicles and other items via internet auction. The city has engaged with Hamilton County to manage this service for many years. While Hamilton County provides a quality resource for many items, certain specialized equipment is likely to bring a higher price through GovDeals.	

Keith D Moore, Law Director
kmoore@norwoodohio.gov
513-458-4585 / 513-258-5483

Tim Garry, Jr., Assistant Law Director
tgarry@norwoodohio.gov
513-458-4588 / 513-312-1275 (rev. 01/09/2018)

RESOLUTION DECLARING INTENT TO SELL UNNEEDED, OBSOLETE, OR UNFIT MUNICIPAL PROPERTY BY AUCTION

WHEREAS, Ohio Revised Code Section 721.15 permits municipalities to sell obsolete or unfit items by internet auction; and

WHEREAS, an annual resolution adopted by City Council, expressing its intent to sell such property, which shall include a description of how the auctions will be conducted, specify the number of days for bidding, and state the general terms and conditions of sale, is required to permit the City to utilize the internet auction provision of ORC Section 721.15; and

WHEREAS, with Ordinance No. 21- 2016, this Council has ordained the parameters for the sale of municipally-owned real or personal property; and

WHEREAS, with Resolution 2-2026, as amended, the City is authorized to sell certain unneeded, obsolete, or unfit municipal property;

NOW, THEREFORE, **BE IT RESOLVED** by the Council of the City of Norwood, Ohio, that:

SECTION 1. The City of Norwood is authorized to conduct auctions to sell certain unneeded, obsolete, or unfit municipal property, as described in the attached Exhibit "A".

SECTION 2. This resolution authorizes the Safety-Service Director to sell the property described in Exhibit "A" in accordance with the procedures established in Resolution No. 2-2026.

PASSED__________________________ ______________________________________
Date

Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was passed at a regular/special meeting of Norwood City Council on the _____ day of _____________________, 2026, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. This resolution was submitted to the Mayor of the City of Norwood, Ohio for his signature on the _____ day of _____________________, 2026.

____
Kelsi Goins
Clerk of Council

APPROVED____________________ ______________________________________
Date

Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ and _____________________.

____
Kelsi Goins
Clerk of Council

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings ______________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

VEHICLES			
Year	**Make**	**Model**	**VIN**
1989	Chevrolet	Box Van	2GBHG31K4K4158805
1999	Ford	F-250	1FTRF27W7XNB52478
2010	Ford	Explorer	1FMEU7DE6AUA63067
2014	Ford	Explorer	1FM5K8ARXEGB69111
2010	Ford	Crown Victoria	2FABP7BV5AX112694
2000	Seagrave	Marauder	1F9E028T3YCST2010
2020	Ford	Explorer	1FM5K8AB2LGA72159

EQUIPMENT
2007 Dura-Patcher (VIN) 1D9SB17257P441388
Salt-Dog Salt Spreader
RodRunner Machine and Rods
Concrete Saw
Snap-on D-Tac Battery Tester
Storage Shed

SCBA Firehawk System	
Quantity	**Equipment**
54	45-Minute Cylinders
6	30-Minute Cylinders
22	60-Minute Cylinders
50	Voice Amplifiers
28	SCBA Firehawk Frames
5	SCBA Firehawk Frames (RED-TAGGED)
4	SCBA Frames
40	IHUDs

tabbies EXHIBIT A

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request:8/3/2026	Date Needed: 8/11/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Noah Powers / Thomas McCabe
Contact:	Ssd@norwoodohio.gov / tmccabe@norwoodohio.gov
Document Requested:	Resolution
Executive Summary of document needed:	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
Requesting a resolution authorizing the Safety-Service Director to place certain unneeded, obsolete, or unfit municipal property for auction. Please see attached exhibit for item list.	
Action Requested:	Non-Emergency - Three Readings with 30 Day Effectivity
If Emergency clause or suspension of rules for all three readings is needed, explain:	
Special Notes/Instructions	

Keith D Moore, Law Director
kmoore@norwoodohio.gov
513-458-4585 / 513-258-5483

Tim Garry, Jr., Assistant Law Director
tgarry@norwoodohio.gov
513-458-4588 / 513-312-1275 (rev. 01/09/2018)

A RESOLUTION CELEBRATING METRO ROUTE 53 AND NORWOOD'S STANDING AS STATE LEADER IN TRANSIT, AND REQUESTING COORDINATION ON RELATED SAFETY AND SERVICE REVIEW MEASURES, AND DECLARING AN EMERGENCY

WHEREAS, Norwood ranks among the most walkable and transit-accessible cities in Ohio; and

WHEREAS, the Southwest Ohio Regional Transit Authority (METRO) is launching Route 53, a new crosstown connection between the Northside Transit Center and the Oakley Transit Center, effective August 16, 2026, providing east-west service through Norwood via Sherman Avenue, Smith Road, and Robertson Avenue; and

WHEREAS, Route 53 is designed to provide direct service between the two transit centers, substantially reducing crosstown travel times for Norwood residents, workers, students, and visitors; and

WHEREAS, improved transit connectivity promotes financial stability and economic vitality for residents by expanding access to employment, education, and medical destinations while reducing transportation costs, and reinforces the walkable, transit-oriented character that distinguishes Norwood within the region; and

WHEREAS, Sherman Avenue, Smith Road, and Robertson Avenue are considered Minor Arterials and Collectors, which contain a wealth of businesses and residences, and the introduction of new bus service along this corridor warrants proactive attention to pedestrian safety, crosswalk visibility, and signage; and

WHEREAS, ongoing coordination between the City of Norwood, METRO, and local residents, including regular review of ridership data, rider experience, and resident experience, supports the continuous improvement of transit service to Norwood residents; and

WHEREAS, the Council of the City of Norwood wishes to formally welcome Route 53 and affirm the City's standing as a regional leader in transit access; now, therefore,

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

SECTION 1. The Council celebrates the launch of METRO Route 53 and Norwood's standing as an epicenter for regional transit, and expresses its enthusiastic support for this new crosstown connection serving Norwood residents.

SECTION 2. The Council encourages residents to share their experience with this new route so that those insights can inform ongoing improvements.

SECTION 3. The Clerk of Council is directed to transmit a copy of this resolution to the Southwest Regional Transit Authority (METRO) as an expression of the City's partnership and support.

SECTION 4. This resolution is hereby declared to be an emergency resolution 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 for passage of this resolution before Route 53 launches on August 16, 2026.

PASSED__________________________ Date

____
Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was passed at a regular/special meeting of Norwood City Council on the _____ day of _________________, 2026, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing resolution was submitted to the Mayor of the City of Norwood, Ohio for his signature on the _____ day of _____________________, 2026.

____
Kelsi Goins
Clerk of Council

APPROVED____________________ Date

____
Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ _____________ and ____________________.

____
Kelsi Goins
Clerk of Council

1st Reading _________________________ **Date**

2nd Reading _________________________ **Date**

3rd Reading _________________________ **Date**

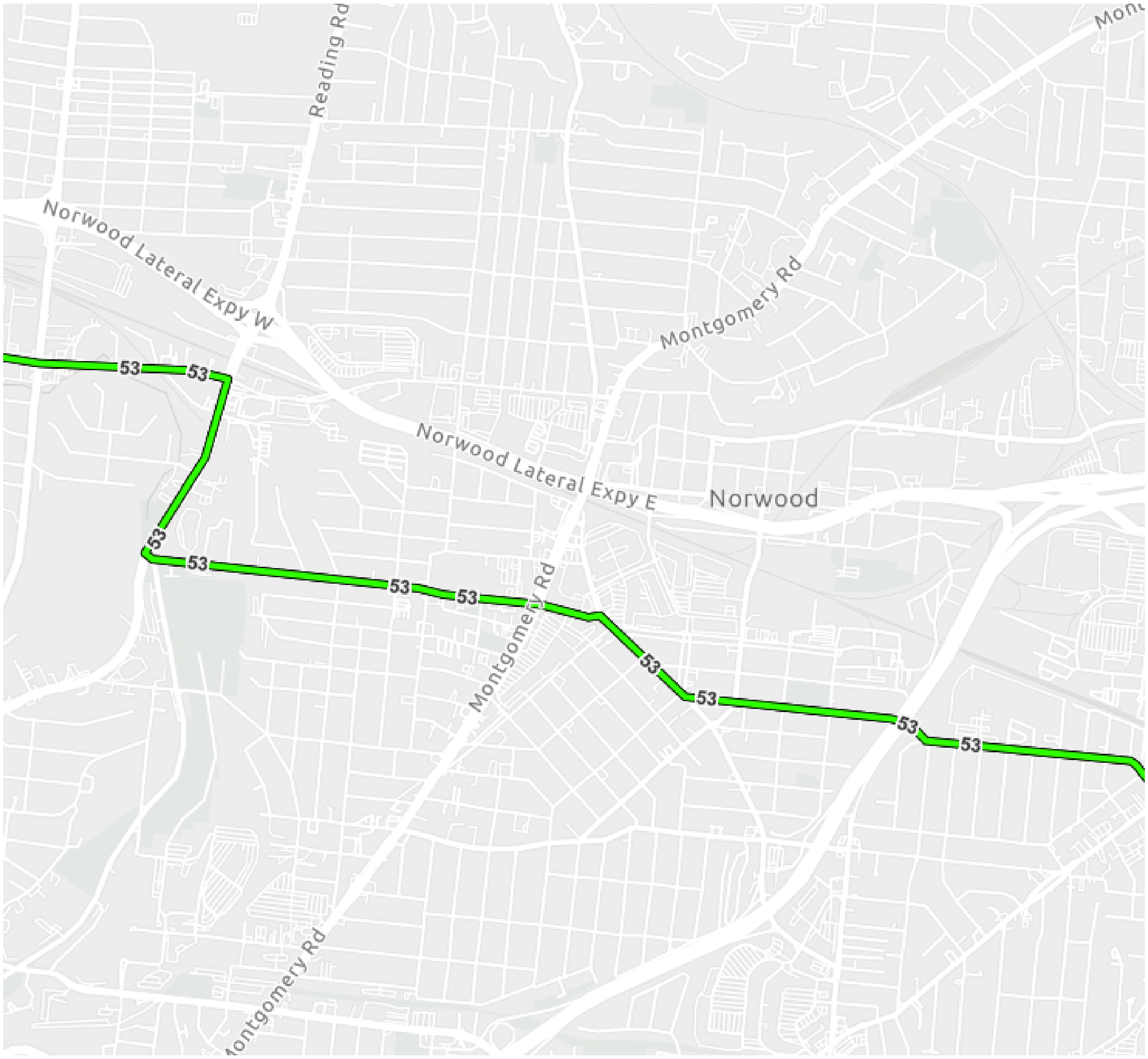
All 3 Readings ______________________ **Date**

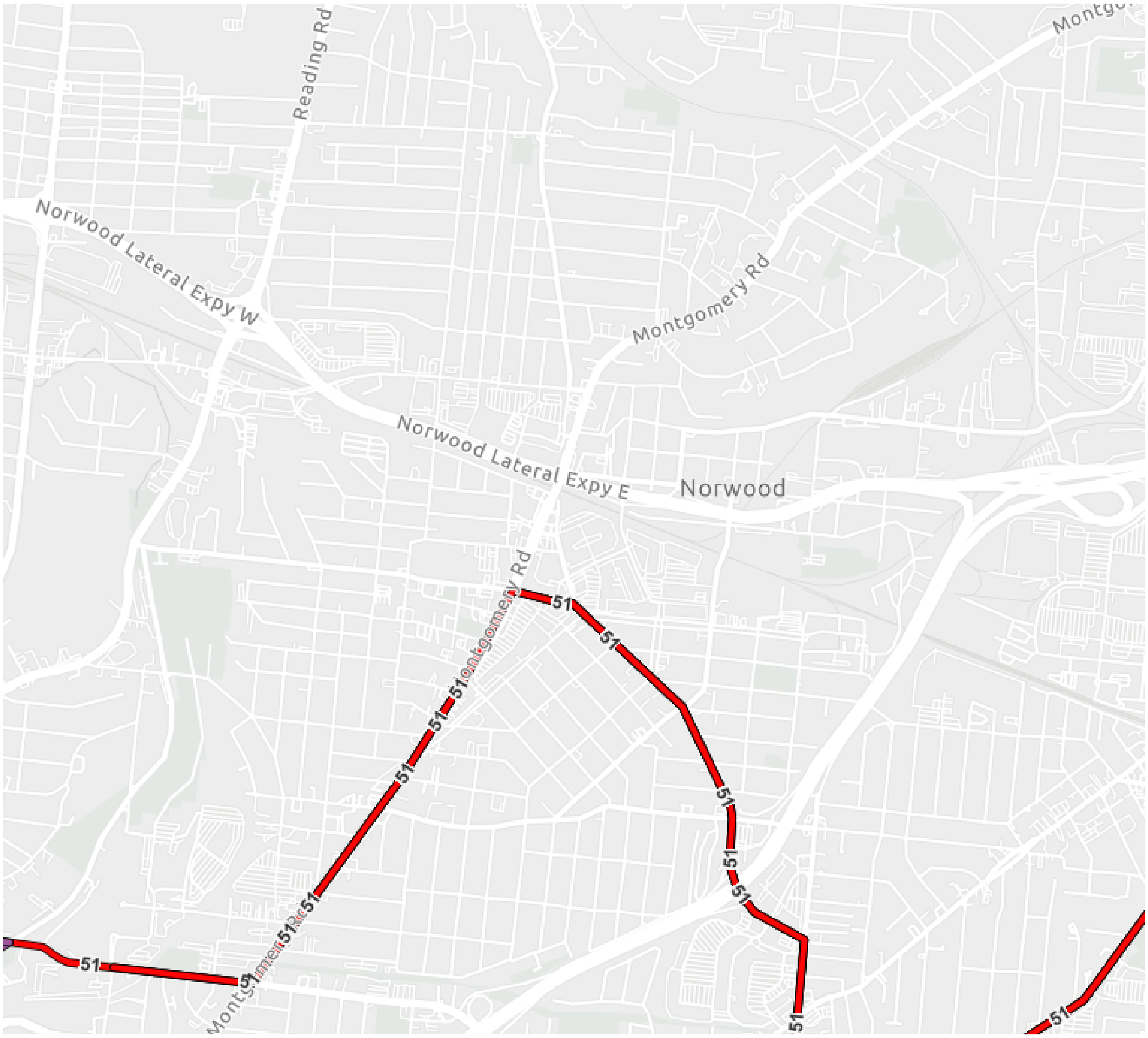
Tabled _____________________________ **Date**

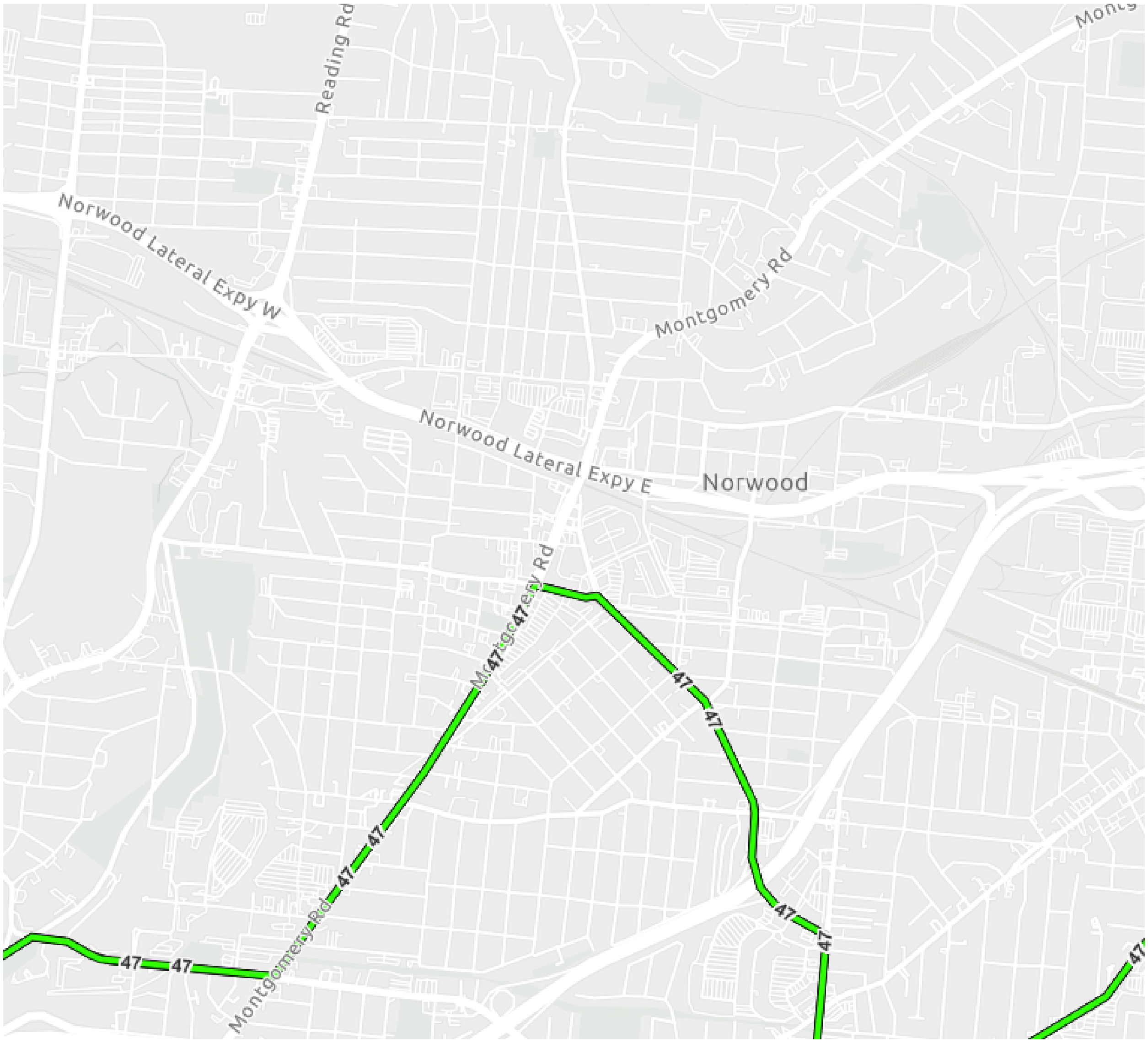
Vetoed _____________________________ **Date**

Exhibit A:

Maps of the new 53 service, the discontinued 51 service of Norwood, and the new 47 service, which replaces the Norwood segment of the 51 route.




Reading Rd
Norwood Lateral Expy W
Norwood Lateral Expy E
Montgomery Rd
Norwood
51



Reading Rd
Norwood Lateral Expy W
Montgomery Rd
Norwood Lateral Expy E
Norwood
Montgomery Rd
Montgomery Rd
47

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request: 8/4/2026	Date Needed: 8/6/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Jon Moore
Contact:	jmoore@norwoodohio.gov
Document Requested:	Resolution

Executive Summary of document needed:

If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate

Resolution celebrating METRO's new 53 route, which will run across Norwood on Sherman, Smith, and Robertson starting on August 16th, and acknowledging the new 47 route which will effectively replace the 51 in its service of the Montgomery and Smith Road corridors. https://www.go-metro.com/major-service-improvements-and-route-adjustments-coming-to-metro-this-fall/

This resolution affirms Norwood as a regional leader in transit access. According to Walkscore.com, Norwood has the third-best Transit Score of any Ohio municipality.

The resolution further requests that City Administration conduct a crosswalk and signage review along the route, and schedule a three-month check-in with METRO leadership to review ridership data and any challenges (or opportunities) introduced by the new route.

Action Requested:	Emergency - Three Readings at One Meeting with Immediate Effectivity

If Emergency clause or suspension of rules for all three readings is needed, explain:

Ideally, three readings on August 11 to secure passage before the route launches on August 16.

Special Notes/Instructions

https://www.walkscore.com/OH/

Keith D Moore, Law Director
kmoore@norwoodohio.gov
513-458-4585 / 513-258-5483

Tim Garry, Jr., Assistant Law Director
tgarry@norwoodohio.gov
513-458-4588 / 513-312-1275 (rev. 01/09/2018)

A RESOLUTION AUTHORIZING THE CITY AUDITOR TO APPROVE A "THEN AND NOW" CERTIFICATE FROM THE DISPATCH CONTRACTUAL FUND (1001-0940-57200) TO PAY THE OUTSTANDING INVOICES FOR SERVICES ALREADY RENDERED BY THE BOARD OF COUNTY COMMISSIONERS, AND DECLARING AN EMERGENCY

WHEREAS, the City Auditor has requested that the Council authorize the Auditor to approve a "Then and Now" certificate payable to the Board of County Commissioners for a total of $16,092.00 to cover Invoices 260549 and 260649, for Law Enforcement and Fire/EMS Dispatch fees; and

WHEREAS, the amount of $16,092.00 exceeds the threshold of $3,000 that the City Auditor, Ken Miracle, can approve; and

WHEREAS, the payment is for Invoices 260549 and 260649, for May 2026 and June 2026, for services rendered to the City of Norwood through Hamilton County's Communication Center for Law Enforcement and Fire/EMS dispatch services; now therefore,

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

SECTION 1. The City Auditor's office is hereby authorized to approve a "Then and Now" certificate payable to the Board of County Commissioners for a total of $16,092.00 from **DISPATCH CONTRACTUAL FUND (1001-0940-57200)** for Invoices 260549 and 260649. This certificate shall state that both at the time the contract was made (then) and at the time the certificate is executed (now), the amount of the contract has been lawfully appropriated for the contract, that the appropriation remains unencumbered, and that resources to pay the obligation when it comes due are on hand or in the process of collection to the credit of **DISPATCH CONTRACTUAL FUNDS FUND 1001-0842-57200**.

SECTION 2. This resolution is declared an emergency resolution 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 to maintain a positive relationship with Hamilton County Emergency Communications Center and ensure uninterrupted access to their services.

PASSED__________________________ ______________________________________
Date

Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was passed at a regular/special meeting of Norwood City Council on the _____ day of _____________________, 2026, 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 _____ day of _____________________, 2026.

____
Kelsi Goins
Clerk of Council

APPROVED ___________________
Date

____
Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was published on the City of Norwood's website-news page at https://norwoodohio.gov/news and the City of Norwood's Facebook page at https://www.facebook.com/NorwoodOhio.gov on ______________ and _____________________.

____
Kelsi Goins
Clerk of Council

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings ______________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

Hamilton County
Emergency Communications Center
111 Tri County Pkwy
Springdale, OH 45246-3209

Invoice

Date	**Invoice Number**
5/1/2026	**260549**

City of Norwood

4645 Montgomery Rd
Norwood, Ohio 45212

Law Enforcement Dispatch Fees: $6,347.00

Fire/EMS Dispatch Fees: $1,699.00

TOTAL PAYMENT DUE: $8,046.00

User Fee / PSAP Billing for the month of **May 2026**

Ammount due reflects this monthly, quarterly, or annual installment of the precalculated dispatch fees for the above calendar year.

Any questions about this invoice, please call 513-825-2170.

Make checks payable to: "Board of County Commissioners"

Please include our Invoice Number on your check.

Terms: 30 days

Hamilton County
Emergency Communications Center
111 Tri County Pkwy
Springdale, OH 45246-3209

Invoice

Date	Invoice Number
6/1/2026	260649

City of Norwood

4645 Montgomery Rd
Norwood, Ohio 45212

Law Enforcement Dispatch Fees: $6,347.00

Fire/EMS Dispatch Fees: $1,699.00

TOTAL PAYMENT DUE: $8,046.00

User Fee / PSAP Billing for the month of **June 2026**

Ammount due reflects this monthly, quarterly, or annual installment of the precalculated dispatch fees for the above calendar year.

Any questions about this invoice, please call 513-825-2170.

Make checks payable to: "Board of County Commissioners"

Please include our Invoice Number on your check.

Terms: 30 days

City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

Date of Request:8/4/2026	Date Needed: 8/11/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Clint Zimmerman
Contact:	czimmerman@norwoodohio.gov
Document Requested:	Ordinance
Executive Summary of document needed: Request authorizing the Auditor's Office to issue a then and now certificate for the payment of two 2026 invoices in the amount of $8046.00 each for an overall amount of $16,092.00 to Hamilton County Emergency Communications Center for services already rendered, to be paid from PO# 2026000575 and declaring an emergency.	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
Action Requested:	Emergency - Three Readings at One Meeting with Immediate Effectivity
If Emergency clause or suspension of rules for all three readings is needed, explain:	
Special Notes/Instructions	
There was an older PO that was spent to zero, and these invoices were issued before the new PO was put in place.	

Keith D Moore, Law Director
kmoore@norwoodohio.gov
513-458-4585 / 513-258-5483

Tim Garry, Jr., Assistant Law Director
tgarry@norwoodohio.gov
513-458-4588 / 513-312-1275 (rev. 01/09/2018)

DEPARTMENT OF LAW

KEITH D. MOORE
LAW DIRECTOR

PHILIP M. BRANDEWIE
ASSISTANT LAW DIRECTOR

NORWOOD CITY HALL
4645 MONTGOMERY ROAD
NORWOOD, OHIO 45212
TELEPHONE: (513) 458-4585
FAX: (513) 458-4586

August 4, 2026

Norwood City Council
4645 Montgomery Road
Norwood, OH 45212

RE: Executive Session Request for August 11, 2026

Dear President and Members of Council:

I am requesting that the Council go into Executive Session during the meeting scheduled for August 11, 2026. The purpose of this session is to discuss matters regarding pending or imminent litigation.

I respectfully ask that this item be placed at the conclusion of the meeting agenda.

Sincerely,

Keith D. Moore /cfc

Keith D. Moore
Norwood Law Director

KDM:cfc

"Gem of The Highlands"