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AGREEMENT

between the

NORWOOD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

and

LOCAL 3136,
OHIO COUNCIL 8, AFSCME

November 2010

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ARTICLE 1 – PURPOSE

1.1 The purpose of this Agreement between the Norwood Board of Education and Local 3136, Ohio Council 8 AFSCME, AFL-CIO, hereinafter referred to as the Union, is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate, through Union Representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties subject to the applicable laws of the United States, the State of Ohio and the City of Norwood Board of Education. The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term employee or employees where used herein refers to all employees in the Bargaining Unit as provided herein.

ARTICLE 2 – RECOGNITION

2.1 The Union, Ohio Council 8, AFSCME Local 3136 is hereby recognized as the sole and exclusive bargaining representative for all bargaining unit employees (excluding substitutes) of the Norwood Board of Education (as defined in Appendix I) for the purpose of establishing wages, hours of work, benefits, and other conditions of employment, and should new non-supervisory classifications be created, wherein the Union has a community of interest, such new classifications shall be added to Appendix I. If the parties cannot agree upon such inclusion, the Employer will acknowledge such disagreement by letter, and the Union may seek what recourse it has before the State Employment Relations Board. Wage scales shall be those listed in Appendix II and there shall be no change in the wages, benefits or working conditions that are provided in this Agreement without negotiation and agreement with the Union. All classifications listed in the Appendix shall be entitled to all wages, benefits, and other conditions of employment that are provided in this Agreement except as may be provided for probationary employees and employees working less than full time.

ARTICLE 3 – NON-DISCRIMINATION

3.1 The provisions of this Agreement shall be applied to all employees without discrimination on account of sex, race, creed, religion, disability, marital status, age or national origin.

3.2 Board of Education agrees not to interfere with the right of its employees, as defined in Appendix I, to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board of Education or any of its agents, against an employee because of Union membership or because of his or her acting as an officer or in any other bona fide activity on behalf of the Union.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

4.1 The Board of Education agrees that those employees who sign individual check-off cards furnished the Board of Education for such purpose, shall deduct from the pay each month the Union dues specified by the Union, and promptly remit the same to the Union.

4.2 Such authorization is irrevocable for the term of this Agreement except that an employee shall have the right to revoke such authorization by giving written notice to the Board of Education and the Union President during he first ten (10) days of the thirty (30) day period preceding the termination of this Agreement.

4.3 All deductions under 4.1 of this Article shall be accompanied by an alphabetical list of names and addresses of all employees whose fees and/or dues have been deducted and shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made.

4.4 The Union agrees to save the Board of Education harmless from any legal action growing out of these check-off deductions that may be instituted by an employee involved therein, before a court, or any other body asserting or having jurisdiction, against the Board of Education.

People Check Off

4.5 The Employer will deduct voluntarily contributions to the American Federal of State, County, and Municipal Employees International Union's Public Employees Organization to Promote Legislative Equality (PEOPLE) Committee from the pay and employee upon receipt from the Union of an Individual written authorization card voluntarily executed by the employee.

4.6 The contribution amount will be certified to the Employer by the union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction.

4.7 An employee shall have the right to revoke such authorization by giving written notice at any time to the Union which in turn shall notify the Employer.

The Employer's obligation to make deductions shall terminate automatically upon (a) receipt by the Employer of revocation of authorization; or (b) upon termination of employment; or (c) transfer to a classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from dues deductions and fair share fee deductions.

ARTICLE 5 – UNION VISITATION

5.1 Union Representatives shall be permitted access to work areas, in order to conduct legitimate union business, with the approval of the Principal.

5.2 The Union shall be entitled to one Union steward in each building. Every effort will be made to conduct steward business outside the working hours of the employees. If a situation necessitates immediate action, the steward will be permitted to counsel / represent the employee with prior approval of the appropriate supervisory person.

5.3 Supervisors shall approve the necessary time off without loss of pay for the officers and stewards to carry out the duties of that office. At no time shall visitation rights or released time interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the Norwood Board of Education, through its representative.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 Definition: A grievance is an allegation by an employee or the Union that the terms of this Agreement have been violated.

6.2 Step 1

An employee that feels he has a grievance must first take it up with his immediate supervisor within ten (10) calendar days of the event giving rise to the grievance, or within ten calendar (10) days of the date the employee should have reasonably became aware of the event giving rise to the grievance. The grievant may have his Union Steward in attendance at this meeting. The immediate supervisor shall render a decision with an explanation within ten (10) calendar days after that meeting.

Step 2

If the grievance is not resolved at Step 1, the employee shall file a written grievance with his Department Head or Principal within ten (10) calendar days of the event giving rise to the grievance. The Department Head or Principal shall meet with the grievant and his Union Steward within ten (10) calendar days. The Department Head or Principal shall issue a written decision within then (10) calendar days after that meeting.

Step 3

If a grievant is not satisfied with the decision of the Department Head or Principal, the grievance shall be submitted to the Superintendent, or his designated representative, within ten (10) calendar days. The Superintendent or his designated representative shall schedule a grievance meeting with the grievant and the Union President or steward within ten (10) calendar days and issue a written decision within ten (10) calendar days of that meeting. If the Superintendent designates a representative, he/she shall be an administrator who has not participated in prior steps.

Step 4

If the grievance is not satisfactorily settled at Step 3, the Union and the employer may, within ten (10) calendar days, submit the grievance to mediation by mutual agreement. The parties shall use FMCS mediators and follow FMCS guidelines. The recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for arbitration.

Step 5

If the grievance is not resolved at Step 4, the Union may submit notice to Superintendent within thirty (30) calendar days that the grievance is proceeding to arbitration.

The parties shall mutually agree to use the following four (4) arbitrators:

1. Michael Paolucci
2. Robert Stein
3. Mitch Goldberg
4. Frank Keenan

Assignment of arbitrator shall be made on a continuous rotating basis among these arbitrators. Should one of these arbitrators become unable to remain on the list, the parties shall meet to mutually agree upon a replacement.

The arbitrator's hearing shall be held at the earliest possible time which is mutually convenient to the Union, the Board and the arbitrator. In case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date, time and locale of the hearing.

The arbitrator shall issue his/her decision within the time limits prescribed by the AAA and his/her report shall be transmitted simultaneously to the Union and the Board. The arbitrator shall not have the power to add to, subtract from, or modify this agreement or to impair or disregard any Board or Union rights set forth in this agreement. The arbitrator has the authority to determine arbitrability if such an issue exists.

No later than ten (10) calendar days prior to the scheduled arbitration hearing a disclosure conference must be held between a representative of the Board and the Union at which time all documents, exhibits, evidence, and names of witnesses and the nature of their testimony shall be disclosed. Failure to disclose any of the above-referenced materials at or prior to this disclosure conference shall not result in the exclusion of said evidence, exhibit and/or testimony at the arbitration hearing.

The fees for the arbitrator shall be split equally by the parties.

6.3 All decisions of arbitrators consistent with Paragraph (5) of this Article shall be final, conclusive and binding on the Union, the Board and the employee. A grievance may be withdrawn by the Union at any time during Steps 1, 2 or 3 of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

6.4 The grievant may be represented only by a union officer, a union steward or may represent themselves at any step of the grievance procedure.

6.5 The Board will release from duty one employee/representative and witnesses necessary to the proper presentation of a grievance, without loss of pay, to attend a grievance hearing.

6.6 A policy grievance which affects a number of employees may initially be presented by the Union at Step 2 of the grievance procedure.

6.7 Grievance settlement which involves payment of wages or other remuneration shall be paid within two (2) full pay periods.

6.8 The time limitations provided for in this article may be extended by mutual written agreement of the Board and the Union. Working days as used herein shall not include Saturdays, Sundays or contractually designated holidays. Any grievance not timely presented for disposition at Step 1 shall be void, and any grievance not appealed within the time limits set forth in Section 1 shall be deemed to have been settled on the basis of the Board's last answer. Any disposition of a grievance agreed to by the Union or not appealed within the time limits shall be final and conclusive and binding upon all employees, the Union and the Board. The failure of the Board to answer a grievance within the time limits set forth in Section 1 through 3 shall move the grievance forward to the next level.

6.9 A grievance which involves the disciplinary suspension or discharge of any employee must be filed in writing directly at Step 3 within ten (10) calendar days after the disciplinary notice is issued to the employee.

ARTICLE 7- DISCIPLINARY PROCEDURE

7.1 The Superintendent shall have the right to discipline or discharge an employee for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the rules of the Board of Education, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance. Disciplinary action will be initiated within twenty (20) working days, following actual knowledge by the Superintendent, of the events upon which the disciplinary action is based.

7.2 All written reprimands, suspensions for any period of time, disciplinary demotions and discharges may be appealed through the grievance procedure commencing with the filing of a written grievance at Step 3 -- the Superintendent's level. The grievance shall be filed within ten (10) calendar days of the date the disciplinary action is imposed by the Superintendent or his representative.

7.3 All disciplinary grievances, except those arising out of a written reprimand shall be subject to the arbitration provisions of this Agreement. The grievance and arbitration provisions of this Agreement shall be the sole and exclusive method of appealing a disciplinary action. Written reprimands shall not be taken to arbitration.

7.4 An employee may request and shall have the right to have a union steward or officer present at any investigative hearing or conference when the employee may be subject to disciplinary action as a result of the investigation. No hearing or conference may be delayed more than twenty-four (24) hours as a result of a request for representation.

7.5 Nothing in this Agreement shall restrict the right of the Board to impose any penalty, including discharge at any time prior to a grievance or arbitration hearing

7.6 Absence from duty without proper notice for three (3) consecutive working days shall be deemed a resignation and shall not be subject to the grievance and arbitration procedures of this Agreement. The Board may waive the automatic resignation upon acceptance of the employee's explanation of his absence.

7.7 Copies of disciplinary actions will be provided to the Union President and the employee, and such action shall be imposed no later than ten (10) days after the Board's decision.

7.8 Reprimands which are accepted by the employee and are not appealed through the grievance procedure shall be removed from the employee's personnel file after three (3) years from the date of the reprimand, provided no disciplinary action, including additional reprimands, has been taken against the employee during the three (3) year period.

7.9 All other actions greater than a written reprimand will be removed from the employee's file after two (2) years.

ARTICLE 8 – JOB DESCRIPTION

8.1 It is hereby agreed that the Board of Education shall keep on file, an approved job description for each classification, consisting of the necessary qualifications and duties of each classification. An employee shall be provided, upon request, a current job description for his/her classification.

8.2 Whenever a change in job description is proposed by the Superintendent, the Union and the affected employees will be notified ten (10) days prior to the change. If a substantial change is made, the Union may submit a request for an inequity adjustment.

8.3 The Board shall perform a job audit of all positions within the bargaining unit. This audit shall be performed by an entity completely independent of any party associated with this agreement. New job descriptions shall be formulated and enforced by March 2011.

ARTICLE 9– TRANSFERS

9.1 A transfer is defined as moving to another place of work and remaining within the same classification.

9.2 An employee who desires a transfer shall make a request in writing to the personnel department and, if a vacancy occurs in the position sought, the employee shall be given consideration.

9.3 All vacancies shall be posted. The supervisor, or the personnel department, shall advise the Union President in writing of the reason if the senior employee requesting a transfer does not receive such transfer.

9.4 An employee who is transferred at this request may not request another transfer for six (6) months.

ARTICLE 10 – PROMOTIONS AND FILLING OF VACANCIES

10.1 A vacant position is defined as an open position within a job classification series, created by resignation, retirement, death, promotion, or release of an employee from a position.

10. 2 (a) Notice of the position to be filled shall be posted by the Board in a manner sufficient to provide current employees with reasonable opportunity to become aware of the position. Notice shall also be provided via electronic mail to all bargaining unit employees. The posting period shall be not less than five (5) working days.

(b) Notices of job vacancies occurring during the summer shall be posted for ten (10) working days, shall be sent to the Union President or his designee for distribution to interested employees, and shall be provided via electronic mail to all bargaining unit employees.

10.3 For purposes of this Article, the bargaining unit shall be considered divided into three employee groups: Office and Auxiliary Personnel; Operational Personnel; Food Service Personnel. All employees within the bargaining unit may bid for the position.

10.4 Qualified employees within the employee group in which the position to be filled exists will be given first consideration for the position. Factors to be used in selecting the employee for the position shall be seniority in the employee group, skill, ability, knowledge and past performance. Where skill, ability, knowledge and past performance are equal, seniority shall prevail. An arbitrator shall have no authority to overturn or set aside the employer's decision as to whether skill, ability, knowledge, and past performance are equal unless the arbitrator can find that the employer abused its discretion.

10.5 If a position is not filled by the selection of an employee within the appropriate employee group the position may be filled by the selection of a qualified employee from either of the other employee groups with the consent of the employee. District seniority skill, ability, knowledge and record of past performance shall be factors in determining which employee shall be promoted. Where skill, ability, knowledge and past performance are equal, seniority shall prevail. An arbitrator shall have no authority to overturn or set aside the employer's decision as to whether skill, ability knowledge, and past performance are equal unless the arbitrator can find that the employer abused its discretion.

10.6 An employee who successfully bids for a position may not bid for another position for six (6) months after the date of promotion.

10.7 An employee promoted pursuant to this Article shall serve a probationary period of sixty (60) workdays commencing with the effective date of the promotion. The Board may remove the employee from the promoted position after the completion of the first thirty (30) work days of the probation period and prior to the expiration of the sixty (60) work days probationary period. An employee removed during the probationary period shall have the right to return to his former position and former rate of pay without loss of seniority.

10.8 Employees promoted pursuant to this Article shall have the right to request reinstatement to their former positions after completion of the first thirty (30) calendar days of the probationary period and prior

to the expiration of the sixty (60) calendar days probationary period. They shall receive their former rate of pay and shall not lose their seniority.

10.9 If a position vacated by the promotion of the incumbent pursuant to this Article is to be filled, after any transfers are made, it shall be filled on a temporary assignment basis until the employee completes his probationary period. These temporary assignments shall be made from other qualified employees in the employee group.

10.10 Nothing herein shall restrict the right of the Board to fill any position temporarily until the posting and bidding process provided herein is completed.

10.11 Vacancies in positions to be filled shall be posted within fifteen (15) calendar days of the vacancy. Successful bidders will be awarded the position vacated by the former employee with seven (7) calendar days after bidding is closed.

10.12 The Board will provide to the Union a list of all persons who bid on a position to be filled within ten (10) days after the position is filled.

10.13 The Union shall be furnished names and addresses of all new employees hired into the bargaining unit within ten (10) days after their date of hire.

10.14 When an employee in a bargaining unit is promoted to a higher classification, he shall be placed on the step in that higher classification which has an hourly rate which provides at least a three (3%) percent increase in the employee's hourly wage rate, but in no event shall the employee be placed on a step higher than the step from which he was promoted.

10.15 Vacancies in entry-level position shall be open to bidding by the entire bargaining unit prior to filling the position from a civil service eligibility list. The Board shall have the right to judge qualifications, administer tests to determine qualifications, and to select an employee on the basis of qualifications.

10.16 The Board will post a notice describing the nature of any test to be given and identifying the person to give the test. Test scores will be posted.

ARTICLE 11 – TEMPORARY ASSIGNMENT

11.1 A temporary assignment is defined as a change in an employee's duties by assignment to a temporary vacancy in another classification.

11.2 Temporary assignments may be made when a position is vacated because of the temporary absence of the incumbent.

11.3 For purposes of temporary assignments the bargaining unit shall be considered as being divided into three employee groups: Office and Auxiliary Personnel; Operational Personnel; and Food Service Personnel.

11.4 Temporary assignments shall be made as follows:

11.4.1 If the vacancy is within the Operational Personnel group, it shall be filled by the assignment of the most senior, qualified employee in the building in which the vacancy occurs before a substitute is hired.

11.4.2 If the vacancy is within the Food Service Personnel group, it shall be filled by the assignment of a qualified employee from within the employee group before the substitute is hired.

11.4.3 Temporary assignments within the Office and Auxiliary Personnel group are discretionary with the Board.

11.5 An employee who accepts a temporary assignment on a different shift has no right to work his regular assignment unless he has not had the opportunity to complete eight (8) hours in the temporary assignment.

11.6 When an employee is temporarily assigned to a position with a higher rate of pay than his own, he shall be paid at his present pay step in the classification to which he is assigned.

ARTICLE 12 – USE OF SUBSTITUTES

12.1 The Board shall not expand the use of substitutes, but may continue to use substitutes as it has in the past. The Board will not cause a layoff of bargaining unit members by the use of substitutes, nor will it decline to fill a permanent bargaining unit position by the continued retention of a substitute in that position.

12.2 Laid off employees working as substitutes in bargaining unit positions shall receive current bargaining unit rates of pay.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.1 The regular workweek for most employees shall consist of forty (40) hours over five days.

13.2 Work performed in excess of forty (40) hours in one workweek shall be compensated at the rate of time and one-half of the employee's regular pay rate.

13.3 All hours worked on the calendar Saturday shall be compensated at the rate of time and one-half the regular rate of pay; exception being if an employee works Saturday as part of his or her regular work week schedule.

13.3.1 All hours worked on the calendar Sunday shall be compensated at the rate of double time the regular rate of pay; exception being if an employee works on Sunday as part of his or her regular work week schedule.

13.3.2 It may be necessary to assign an employee to a work week other than the normal work week. In such cases, work performed on the employee's sixth day, or the employee's first off day, shall be compensated for at time and one-half. Work performed on the seventh day of the employee's work week or the employee's second off day, shall be compensated for at the rate of double time.

13.4 Work performed on paid holidays shall be compensated at the rate of time and one-half for the time worked, plus the holiday pay.

13.5 Emergency Call-Out:

13.5.1 Whenever an employee is called out to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed a minimum of two (2) hours work at the proper overtime rate, including when the call-out continues into the regular work shift.

13.5.2 Call-out pay shall not be paid, to cafeteria workers required to report not more than one-half hour prior to their regular shift for purposes of preparing certain meals, nor to bus drivers required to report not more than one hour prior to their regular shift for the purpose of field trips/athletic runs.

13.6 The assignment of overtime shall be at the discretion of the Principal or supervisor, and shall be distributed as equally as possible among employees within the building, dependent upon classification, seniority and qualifications. To insure equalization of overtime, an overtime chart shall be maintained and updated weekly. This chart shall be posted in each school for inspection by the appropriate employees. A separate overtime chart will be maintained for district wide projects requiring overtime. This chart will be posted for inspection by all employees in the business office. District-wide overtime will be distributed as equally as possible among employees dependent upon classification, seniority and qualifications.

13.7 Employee's lunch breaks and other breaks should be scheduled as close to the middle of the

employee's work shift as possible. The workday for employees shall be broken by an unpaid one-half (1/2) hour lunch break schedule as near as possible to the middle of the work day. The Board shall have the right to stagger the lunch break so that the buildings shall not be left vacant. A ten (10) minute break shall be taken in the middle of each half shift.

ARTICLE 14 – PERSONAL LEAVE POLICY – UNION LEAVE

14.1 In the event a classified school employee wishes to be absent for a personal reason, said employee, with the prior approval from the Superintendent, may be absent from duty up to three (3) days per year without loss of pay. The year shall be from July 1 through June 30 for the purposes of using three (3) personal leave days.

14.2 The following conditions must be met for the above:

14.2.1 Personal leave will be granted:

14.2.1.1 To transact personal business which cannot be transacted outside of school hours; and

14.2.1.2 For emergencies beyond the employee's control, including, but not limited to: travel difficulties, attendance at funerals, not provided for under any other policy, or for illness beyond the number of days accumulated sick leave.

14.2.2 Personal leave shall not be deducted from the number of days of sick leave accumulated by the employee.

14.2.3 No personal leave, other than emergencies, which shall unduly hamper or interrupt the functions of the school shall be approved.

14.2.4 Personal leave will not be granted for less than one-half day. Personal leave days not used during the year shall be converted to the employee's sick leave balance.

14.2.5 Except in cases of emergency, approval of personal leave days will be granted only if the employee gives notification in advance, and submits the proper request form at last three (3) days before the date(s) of leave.

14.2.6 If a leave is of an emergency nature, a letter or request should be completed within three (3) days after the employee returns to work and submitted through regular channels in order for the employee to receive reimbursement for the time off duty.

14.2.7 Personal leave will not be granted for:

14.2.7.1 Days on which a regularly scheduled in-service meeting or other related activities have been scheduled.

14.2.7.2 The day immediately preceding or following a holiday or vacation, or on the first or last day of the school year.

14.3 At the request of the Union and with the approval of the Board of Education, a leave of absence (without pay) shall be granted to an employee selected for a Union office or employed by the Union for a period, not to exceed one year. A leave of absence may be used to perform a function on behalf of the Union that would necessitate a suspension of active employment. Approvals are subject to obtaining proper temporary personnel replacements. Seniority will accumulate during leaves of absence. Attendance at conferences or conventions will be permitted with the approval of the Board of Education and expenses shall be equally shared between the Board of Education and the Union.

14.4 Union Leave:

Upon approval of the Superintendent, an employee may be granted leave with pay on the written request of the Union, to serve as a delegate to a Union convention. The Union will receive approval for no more than a total of ten (10) workdays per year for this purpose, cumulative to a maximum of thirty (30) workdays.

14.5 Physical Assault Leave:

14.5.1 A member shall be entitled to fifteen (15) days of physical assault leave if the member is physically or psychologically disabled as a result of a physical assault which arises out of the member's scope of employment.

14.5.2 Physical assault leave shall not be charged against sick leave earned or earnable by a member.

14.5.3 If in the opinion of a mutually selected physician the disability continues beyond fifteen (15) days, such leave may be extended for the length of the disability, up to a maximum of sixty (60) days.

14.5.4 If a member is hospitalized as a result of a physical assault, paid assault leave shall continue until the member is released from the hospital but for not more than one (1) calendar year from the date of the assault if such hospitalization continues for more than one year.

14.5.5 Members on assault leave shall continue to be covered (at the Board's expense) by all insurance plans provided in this agreement.

14.5.6 Nothing herein shall restrict the right of the Board to recommend disability retirement for any member disabled as a result of an assault.

ARTICLE 15 – SAVINGS CLAUSE/SUPERSEDING LANGUAGE

15.1 If any article or section of this Agreement or any addition thereto would be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section would be restrained by such court, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter into immediate negotiation for the purpose of arriving at a mutually satisfactory replacement for such article or section.

15.2 Pursuant to the ability provided by Ohio Revised Code Chapter 4117, this agreement shall supersede and replace in its entirety, where applicable, any and all provisions and/or sections of Ohio Law which are determined to be in conflict or inconsistent with any provisions of this agreement.

ARTICLE 16 – PHYSICAL EXAMINATION

16.1 Any person employed by the Norwood Board of Education must have a physical examination report on file prior to his first day of work. Thereafter, an employee must have a physical examination upon request of his employer, at public expense, and with a physician of the employer's choosing. Should an employee choose to use his personal physician, the examination will be at the employee's expense.

16.2 All new staff must have a TB test within 90 days prior to the first workday. If they are a positive reactor, they must present a doctor's statement of a negative chest x-ray.

ARTICLE 17 – HOLIDAYS AND VACATION

17.1 Employees are granted the following holidays: Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day preceding Christmas Day; Christmas Day; the day preceding New Year's Day; New Year's Day; President's Day; Martin Luther King's Birthday; Good Friday; Memorial Day; Independence Day; and Labor Day. In the event a holiday falls on a Saturday, it shall be observed on the Friday immediately preceding the said holiday; if a holiday should fall on Sunday, it shall be observed on the Monday immediately following said holiday. Employees hired after July 1, 1988 who work less than twenty-five (25) hours per week shall not receive paid holiday benefits.

17.2 All annual classified employees, who shall have completed one year of continuous employment, prior to July 1 of any year shall be entitled to an annual vacation of two (2) weeks. Employees who have completed four (4) years of continuous employment prior to July 1 of a given year shall be entitled to three (3) weeks vacation with pay. Employees who have completed ten (10) years of continuous employment prior to July 1 of a given year shall be entitled to four (4) weeks vacation with pay. Employees who have completed twenty (20) years of continuous employment prior to July 1 of any given year shall be entitled to five (5) weeks vacation with pay. Any such employee who shall complete more than three (3) months, but less than one year, of continuous employment prior to July 1 of any year shall be entitled to a paid vacation of one day for reach completed month of employment.

17.3 In case of a holiday, on which the schools and offices of the Board of Education are closed, should occur during the vacation of any employee, the said holiday shall not be counted as a part of the vacation allowance of said employee, Saturdays and Sundays excepted.

17.4 The vacation of any employee shall be taken at a time approved by his immediate supervisor.

17.5 Any classified employee entitled to an annual vacation who voluntarily terminates his employment with the Board of Education, or who enters an officially approved leave of absence extending beyond the next June 30 and who will be entitled to a regular vacation at the next vacation period, or who has unused days of vacation days of vacation due him by reason of service during the preceding year shall be given in lieu of such regular and unused vacation allowance a terminal vacation amounting to said unused allowance plus one day for each full month of employment or major fraction thereof between the last day of June next preceding the beginning of said terminal vacation. Employees who are discharged shall receive a full payment of all terminal vacation allowance due with his last paycheck.

17.6 Holiday Observance – Employees working other than the standard Monday through Friday shift; if the holiday falls on the employee's first off day, the preceding day shall be recognized as the holiday; if the holiday falls on the employee's second off day, the succeeding day shall be recognized as the holiday.

ARTICLE 18 – WAGE NEGOTIATIONS

Effective July 1, 2010 there shall be: 0% Across the Board Wage Increase

Effective July 1, 2011: Wages for this contract year shall be determined by a wage re-opener that will commence in June of 2011. During this re-opener any subject that involves compensation can be brought to the table.

Effective July 1, 2012: Wages for this contract year shall be determined by a wage re-opener that will commence in June of 2012. During this re-opener any subject that involves compensation can be brought to the table.

For the duration of this agreement The Board agrees to a "Me Too Clause" that any compensation package that is afforded to any other bargaining unit or non-bargaining unit employee shall also be extended to this bargaining unit and effective at the same time as it applies to those other units.

18.1 The items upon which wage bargaining shall be based shall be:

18.1.1 Depending upon the availability of funds.

18.1.2 Cost of Living Data

18.1.2.1 Local area consumers price indices as furnished by the Bureau of Labor Statistics for the latest complete twelve-month period.

18.1.2.2 Bureau of Labor Statistics food indices for the latest twelve-month period available at the time of negotiations.

18.1.3 Improvement Factor

18.1.3.1 Improvements in the standard of living

18.1.3.2 Improvements in job efficiency

18.1.4 National and Local Wage Surveys.

18.1.4.1 Bureau of Labor Statistics "family of four" budget estimates.

18.1.4.2 List of local school districts to be used for wage rate comparisons.

18.1.4.3 Prevailing union wage scales in currently comparable cities within a 500 mile radius where no local parallel exits for comparison of job classifications.

18.1.5 Such other items or issues as may be introduced during negotiation meetings or conferences, if, at the time they are offered, they are accepted as pertinent by both parties.

ARTICLE 19- CONTRACTING OUT

19.1 The Board shall give the Union written notice of its intent to contract for services, which are at the time of such notice, being performed by bargaining unit members. This notice shall be given at least ninety (90) days prior to entering into a contract for such service. This notice shall be required only where bargaining unit members will be replaced by persons performing services pursuant to the contract.

19.2 During the ninety (90) day period following the giving of the written notice, the Union shall have the right to propose alternatives to contracting out. The Board shall bargain with the Union concerning the proposed alternatives. If no alternative is agreed upon during the ninety-day period, the Board shall be free to enter a contract for services and to reduce the affected work force accordingly.

ARTICLE 20 – INJURY ON THE JOB

20.1 In the event of an on-the-job injury, the immediate supervisor must seek prompt medical attention for the injured employee, prepare an injury report and forward the report to the Business Office.

20.2 If an employee is off work seven (7) calendar days or less, or does not lose any time, but does have medical expenses, the department shall complete State Form C-72, and send it to the employee's attending physician with a note directing its return to the department. If more than seven (7) days are lost, State Form C-71 is required. The injured employee must complete Part I. The Norwood Board of Education will complete Part 2, attach and sign a "Certificate of Employer" if the claim is acceptable, or attach a signed statement giving reasons for disapproval. The Norwood Board of Education will provide the claimant with a copy of their industrial injury claim forms filed, with a copy to the Union if authorized by the employee.

20.3 The first five (5) days lost because of an on-the-job injury shall be charged to sick leave. After seven (7) calendar days, the Norwood Board of Education will pay the difference between Workers' Compensation payments and the employee's regular rate of pay for one calendar year provided such injury is compensable under the Workers Compensation Law of the State of Ohio. However, such additional compensation shall not be paid by the Board if such injury results from the employee's own horseplay.

ARTICLE 21 – GENERAL PROVISIONS

21.1 The Board of Education shall provide a bulletin board in each building and e-mail access for the posting of Union literature, etc., at the discretion of the Union and with the approval of the Principal. The President of Local 3136 shall be provided with a key to any locked bulletin boards and no literature shall be removed from any Union bulletin board by any other person other than the building representative appointed by the President.

21.2 The Board of Education recognizes the need for a meaningful safety program. It is the responsibility of every department to provide adequately safe working conditions, tools, equipment, and work methods for its employees. The Principal or supervisor must correct unsafe conditions promptly. He must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety equipment provided by their supervisor and to follow all the safety rules and safe working methods recommended for their safety. A Labor/Management Safety Committee shall be set up within thirty 30) days after final ratification of this Agreement, the committee to consist of six (6) members; three (3) to be selected by the Union; three (3) to be selected by the Board of Education. This committee shall meet quarterly for the purpose of making recommendations to the Norwood Board of Education.

21.3 Appointments of all classified staff personnel will be on the first step of the classification pursuant to the adopted salary schedule and increments will be granted on July 1 of each year, provided the employee has been employed for one hundred eighty-five (185) calendar days, until such employee reaches the maximum salary for the classification. Increment increases shall be effective on July 1, and shall be paid for all hours worked on such date and thereafter. Payroll adjustments to reflect the increment increase shall be made no later than the first full pay period following July 1.

21.4 An employee who is reinstated within one (1) year after resignation or other non-disciplinary separation, or within two (2) years of layoff, or a Board approved medical leave of absence, will be given a new anniversary date after twelve (12) full months of actual service from the original date of hire. An employee reinstated within thirty (30) days of separation shall retain his original seniority date. An employee reinstated after a separation of more than one year, or two years in case of layoff or medical leave, shall be considered a new employee and the date of reinstatement shall be the date of hire.

21.5 The Board shall, upon request from the AFSCME, Local 3136 President, give a copy of all wages and schedules of other bargaining units or exempt employees. Such request shall be honored within fifteen (15) working days.

21.6 Education and Training:

21.6.1 The Board may provide training and educational programs designed to improve an employee's skills and opportunity for advancement at no cost to the employee, for tuition, registration, meals, mileage and materials used in the training. Such training must be pre-approved by the Superintendent or his/her designee and attendance at training sessions out-of-district and during the summer shall be compensated at the employee's hourly rate for all time in actual attendance at the training.

21.7 All employees, shall be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity. Nothing in this division shall be construed as requiring payment in excess of an employee's regular wage or salary for any time worked while the school in which he is employed is officially closed for the reasons set forth in this section.

21.8 Employees called to work during snow emergencies, when all other employees are off, shall be paid his/her regular pay for the workday and straight time for each hour worked. Employees who are not called out, but who have reported to work prior to the declaration of a snow emergency may be released or the remainder of the employee's work day, and shall be paid for the remainder of the employee's scheduled work day, but shall not be paid any additional amount for the time worked prior to the time of release.

21.9 All employees whether part time, casual or substitute, who work thirty-five (35) hours per week for fifty-two (52) weeks out of sixty (60) consecutive weeks shall receive all of the benefits and status of a full-time employee until such time that they are laid off or appointed to a full-time position.

ARTICLE 22 – ABSENCE FOR JURY DUTY SERVICE

22.1 In accordance with the provisions of Section 3313.211 of the Ohio Revised Code, a classified employee who is absent from duty for jury service shall receive the difference between the jury pay and the pay as an employee of the Board of Education during such jury service, but no provision shall be made for travel expense to serve as a juror. The employee must certify to the Treasurer of the Board of Education the amount of jury pay received.

ARTICLE 23 – SICK LEAVE BENEFITS

23.1 Each full-time employee shall be entitled to sick leave of one and one-quarter (1-1/4) workdays with pay for each completed month of service; unused sick leave shall be cumulative up to two hundred sixty (260) workdays. A beginning employee is advanced five (5) days sick leave in compliance with the laws of Ohio.

23.2 An employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick leave, not to exceed two hundred sixty (260) workdays. To receive such credit, a new employee shall present to the Treasurer's Office a certification from the public agency in Ohio for which the employee most recently worked, stating the number of days of unused sick leave credited to that employee at the time of the termination of employment.

23.3 Employees must use sick leave, upon approval of the Superintendent, for absence due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, or due to illness or death in the employee's immediate family.

23.4 When the accumulated leave shall have been reduced through absence from duty, it shall continue to accumulate during the period of absence at the rate of one and one-quarter (1.25) workdays per month.

23.5 If, in the case of personal illness or for any other reason, an employee is unable to report for duty a the proper time, he shall notify his superior without delay so that a substitute can be provided.

23.6 When an employee is kept from duty not on account of personal illness, but by reason of quarantine ordered by the Board of Health, leave shall be granted under the same terms and conditions as though for personal illness, i.e., such quarantine counts the same as personal illness.

23.7 Sick leave may be granted in the case of death of a member of the employee's family or relative as follows:

23.7.1 In case of death of a relative in the immediate family, up to, but not more than five (5) days, shall be granted.

23.7.2 In case of death of an employee's relative not in the immediate family a maximum of one day shall be granted.

23.7.3 The Superintendent may extend time under this policy to any employee within reason. All leave granted in any of the above cases shall be deducted from sick leave accumulation.

23.8 The word 'workday" or "day" as used herein shall be construed as meaning the regular scheduled working day of the employee.

23.9 Sick Leave Accumulation – Sick leave accumulation will appear on pay slips semi-monthly.

23.10 The "Immediate Family" shall be defined as including parents, step-parents, grandparents, spouse, mothers-in-law, fathers-in-law, grandparents-in-law, brothers, sisters, in-laws, children (natural or adopted), stepchildren, grandchildren, nieces, nephews, aunts and uncles or other member of the member's household.

23.11 Employees who have their hours of work increased or decreased shall have their accumulated sick leave adjusted to preserve the relative value of their accumulated sick leave.

23.12 A member may donate accumulated sick leave to another member who has exhausted his/her accumulated sick leave at a rate of two (2) to one (1). For each two (2) days donated, the receiving member shall be credited with one (1) day of sick leave. All donations must be in increments of two (2) days and must be on forms provided by the Treasurer.

ARTICLE 24 – SEVERANCE PAY

24.1 The Board agrees to provide severance pay upon retirement, or upon death to a beneficiary, to employees who have a minimum of ten (10) years of service with the Norwood Board of Education, and who satisfy all other requirements for retirement pursuant to Chapter 3307 and 3309 of the Ohio Revised Code, in an amount equal to one-fourth of such qualifying employee's accumulated, but unused sick leave, but in no event more than fifty-four (54) days at such employee's then prevailing per diem rate. Part-time employees hired after July 1, 1988 working less than twenty-five (25) hours per week shall not receive severance pay.

ARTICLE 25 - INSURANCE

25.1 Hospitalization: The Norwood Board of Education will provide a medical/hospital insurance plan. The Board shall pay the premium for this hospitalization plan according to the schedule provided herein. Eligibility for insurance shall be as follows:

Full-time employees, regularly scheduled to work thirty-two (32) hours or more each week and all employees hired on or before December 31, 1983, irrespective of the number of hours, shall have insurance benefits provided by the board as follows:

Beginning with 2006-2008 School Year: The Board shall pay 90% of the cost of the medical coverage for family and/or single plans and the employee shall contribute 10%.

Part-time employees regularly scheduled to work more than twenty-five (25) hours, but less than thirty-two (32) hours shall have 80% of medical/dental insurance premiums paid by the Board and the employee shall contribute 20%.

Employees working less than twenty-six (26) hours shall receive no insurance coverage provided by the Board, except that Employees receiving insurance coverage and working less than twenty-six (26) hours on June 30, 1997 shall continue to receive insurance coverage at the same rate provided by the Board on June 30, 1997.

Medical insurance coverage will continue, for employees who are not working due to disability or injury, for one month after the month in which the employee exhausts his/her accumulated sick leave. Medical insurance coverage will not be restored until an employee completes ten workdays after reinstatement.

25.2 A Section 125 Plan of the Internal Revenue Act of 1978 as amended, shall be provided to employees through a Flexible Benefit Plan provided the members select a plan administrator that will set up and administer the plan without cost to the school district. The Board shall contribute the following funds to a member's 125 Plan.

2010 – 2013 $400.00

25. 3 Life Insurance: The Board shall provide for each full-time regular employee with a fully paid $35,000.00 term life insurance policy.

25.4 Dental Insurance: The Board of Education shall provide each full-time regular employee a dental program with preventive procedures covered in full with no deductible and no co-insurance payable. Part time employees working fewer than thirty-two (32) hours per week shall not receive dental insurance, provided that the Board will continue to pay dental insurance premiums for persons working less than thirty-two (32) hours per week if the person is receiving dental insurance benefits on July 1, 1991.

25.5 The Board shall provide and pay for individual liability insurance on the job for all bargaining unit employees.

25.6 The Board shall have the right to change insurance carriers provided the benefits set forth in this Article do not substantially change. The board shall not be liable for any reduction in insurance benefits which are unilaterally imposed by the insurance carrier.

25.7 The Board shall make a one-time payment of $1,000 to any member who chooses not to take any Board paid medical/hospital benefits. Any member receiving this one-time payment shall not be precluded from resuming board paid benefits in a following school year. Employees of the board who are married are not permitted to participate in any opt-out provisions of this agreement.

ARTICLE 26 - UNIFORMS

26.1 The Board of Education shall have the right to prescribe appropriate uniforms. The Board and Union agree to convene a Labor Management meeting, for the purpose of choosing appropriate uniforms. The Board shall supply all required uniforms.

ARTICLE 27 – MANAGEMENT RIGHTS/MID TERM BARGAINING PROCESS

27.1 Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the right of the Board to manage its affairs in all respects. The right of the Board to manage includes, but is not limited to the following:

27.1.1 Direct the work of its employees:

27.1.2 Hire, promote, transfer, assign, and retain employees in positions within the public agency;

27.1.3 Suspend or discharge employees for just and proper cause;

27.1.4 Prepare budgets and maintain the efficiency of governmental operations.

27.1.5 Relieve employees from duty by means of layoff or job abolishment provided this does not result in the performance of bargaining unit work by persons who are not members of the bargaining unit, except where the provisions of Article 19, Contracting Out, apply.

27.1.6 Take actions as may be necessary to carry out the mission of the agency in emergencies;

27.1.7 Determine the methods, means and personnel by which operations are to be carried out; and

27.1.8 Reorganize any Board operation by changing work schedules and/or increasing or decreasing hours of work or assignments. If a reorganization requires the change of an employee's number of hours worked, the Board will meet and confer with the Union committee at least thirty (30) days prior to implementing such change. The Board will provide a detailed written description of the proposed changes.

27.2 The parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this labor agreement. However, the parties hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good-faith negotiations over the effects of the implementation of the management rights which concerns wages, hours and other terms and conditions of employment.

27.3 The grievance procedure set forth at Article 6 of this agreement shall be the sole and exclusive procedure for resolving disagreements and/or conflicts arising under this article with regard to the Board's exercise of any management rights provided for by this article or any issue concerning mid-term bargaining procedures set forth herein.

ARTICLE 28 – INTEGRITY OF AGREEMENT

28.1 The Board and the Union acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 29 – ACCESS TO PERSONNEL FILES

29.1 Employees shall be permitted to review their personnel file upon request to the Superintendent or his/her designee. Inspection of the file shall be done in the presence of the Superintendent or his/her designee. An employee may be accompanied by a person of their choice when reviewing such file.

29.2 Upon written authorization by the employee, the Board shall provide to the Union President a copy of all correspondence between the employee and the administration, if such correspondence is entered into the employee's personnel file. Excluded from this provision is routine record keeping.

29.3 If a member or his/her designee wishes to review the file maintained by the Board on him/her, he/she shall make a request to the Superintendent or designee. The member may review the file in the presence of the Superintendent or designee. The following person(s) may review the Board file on a member:

A. Superintendent

B. Building Principal or administrative person(s) or their agents of the Board having a school business need to review the file.

C. In the event a public record request is made to review a member's personnel file, the member shall be notified in a reasonable period of time.

29.4 All material place in the personnel file of a member shall include the following:

A. A dated stamp of the date the item was placed in the file.

B. 1. Initials and dates of the member in whose file the entry is being made and the initials of the administrator placing the information in the file. The member must sign or initial each entry, but the member's signature or initials will not indicate agreement with content of the material and will indicate only that the material has been inspected by the member. A copy of the initialed entries shall be provided if request at no cost.

B. 2. If the member refuses to initial the entry, it shall be noted thereon and placed in the file. The member may attach a response to any entry in the file.

B.3. The board shall retain in each member's personnel file all correspondence receive from said member regarding any matter of interest to said member.

29.5 Anonymous letters or materials shall not be placed in a member's file nor shall be they be made a matter of record.

29.6 At no time nor under any circumstances will the non-public information in any file be open to the public or to any person not authorized by the member except as otherwise provided herein.

29.7 A member will be entitled to a copy of any material in his/her file, except pre-employment

information, upon the payment of reasonable copying charges.

29.8 All materials place in the member's personnel file must be accurate, relevant, timely and complete.

ARTICLE 30 – STUDENT WORKERS

30.1 The Board has the right to institute and maintain work/study programs, wherein students are assigned regular duties in a normal working environment. The work/study program shall be a part of an established course of instruction. Student workers may perform bargaining unit work, and the payment or non-payment of compensation for such work shall not affect the validity of this provision. The Board shall not be permitted the use of student workers to cause a layoff of a bargaining unit member.

30.2 The Board will provide written notice of the number of students in work/study programs, the schools to which such students are assigned and the program in which the student is participating.

ARTICLE 31 – PROBATIONARY PERIODS

31.1 New employees shall serve a probationary period of sixty (60) days or forty (40) workdays whichever is longer. The probationary period may be extended by mutual agreement of the union and the employer for cause (including, but not limited to such reasons as illness or excused absence). Probationary employees shall be members of the bargaining unit entitled to certain limited rights and benefits under this Agreement.

31.2 An employee who is continued in his/her employment after the expiration of the probationary period shall be deemed to have satisfactorily completed his/her probationary period. Probationary employees shall serve at the will of the Board and may be removed from employment with or without just cause at any time prior to the completion of the probationary period. An employee who is removed during or at the completion of the probationary period shall have no right of appeal through the grievance and arbitration provisions of this Agreement or to the Civil Service Commission.

ARTICLE 32 – JOB EVALUATION

32.1 Performance evaluations must be given to the employee not later than May 15. The statements and opinions of the Supervisor may not be altered. This, however, does not preclude another reviewer from giving a contrary evaluation. Once the evaluation has been signed by the employee, it may not be altered. If the employee disagrees with the Supervisor, or reviewer's comments, he may attach a statement to the evaluation to be submitted in his personnel file. If an employee receives an overall evaluation of less than satisfactory, that employee may request a review by the evaluator's immediate supervisor. The employee and the evaluator's immediate supervisor shall meet for purposes of this review.

ARTICLE 33 – LABOR/MANAGEMENT MEETINGS

33.1 There shall be quarterly Labor/Management Meetings scheduled to discuss the problems or concerns of the parties. Meetings may be called more frequently or less if mutually agreed. The Labor/Management Committee is to consist of no more than three (3) employees, but may also include the business agent, from the Union, and no more than three (3) representatives from the School District, including the Superintendent or his designee. The bi-monthly discussion meeting will be set by the parties at a mutually agreeable time.

33.2 Either party shall submit a proposed agenda in writing to the other at least five (5) working days prior to the scheduled meeting. Each party shall notify the other of the names of those committee members who will be in attendance.

ARTICLE 34 – LAYOFF AND RECALL

34.1 Whenever a position is to be abolished or a layoff is to be made, total continuous, district-wide bargaining unit seniority shall be the basis for determining retention rights within the bargaining unit.

34.2 For purposes of this Article, the bargaining unit shall be considered as divided into three employee groups: Office and Auxiliary Personnel; Operational Personnel and Food Service Personnel.

34.3 Prior to laying off permanent full-time employees, all part-time casual, outside contract employees and probationary employees in entry level positions shall be terminated.

34.4 Layoffs shall be made within a classification within an employee group as defined in Appendix 1. The employee with the least total continuous district-wide bargaining unit seniority in the classification of layoff shall be laid off first.

34.5 A laid off employee shall have the right to displace an employee with less total continuous district wide bargaining unit seniority in the same classification or next lower classification within the employee group. If no employee in the same classification or next lower classification has less total continuous district wide bargaining unit seniority, the laid off employee may exercise displacement rights in successively lower classifications to displace an employee with less total continuous district wide bargaining unit seniority. If more than one employee in a lower classification has less seniority, the employee with the least seniority shall be displaced. Nothing in this provision restricts the right of a school year only employee to displace an annual employee.

34.6 A laid off employee shall, for two years from the date of layoff or displacement, have the right to recall to any position within the classification of layoff or displacement before a new employee is hired. Recall shall be in inverse order to the layoff sequence.

34.7 Employees laid off shall have hospitalization insurance paid for a period of thirty (30) calendar days from the effective date of layoff.

34.8 When the Board of Education has to lay off employees or abolish a position, an employee who bumps into a lower classification shall be placed on the pay step in the lower classification which provides for the least reduction in pay.

ARTICLE 35 – SENIORITY

35.1 Effective July 1, 2000, for employees entering the bargaining unit on or after July 1, 2000, seniority shall be determined from the first date of employment in a bargaining unit position. Time in a continuous casual status in a bargaining unit position shall be counted for purposes of computing seniority for layoff purposes, if this continuous casual status leads to regular employment. Service in a casual status shall not be counted toward vacation, severance pay or any other benefits. Continuous status is not broken as a result of any absence of less than six consecutive workdays.

Bargaining unit seniority of bargaining unit members employed in a bargaining unit position prior to July 1, 2000 shall be determined from the date of hire. Time in a continuous casual status shall be counted for purposes of computing seniority for layoff purposes, if this continuous casual status leads to employment. Service in a casual status shall not be counted toward vacation, severance pay or any other benefits.

Seniority determined under this provision shall be the bargaining unit seniority for those members to whom it is applicable, under the provisions of Article 34 Layoff and Recall.

35.2 Copies of the seniority list and classifications shall be submitted to the President of Local 3136 on a quarterly basis.

35.3 An employee who is reinstated or rehired within one (1) year after resignation or other non-disciplinary separation, or within two (2) years from layoff or a Board approved medical leave of absence, shall retain his original seniority date for layoff and benefit calculation purposes. An employee who is reinstated or rehired after one (1) year separation, or after two (2) years in case of layoff or medical leave, shall be considered a new employee and the date of reinstatement shall be the date of hire for seniority purposes.

35.4 In the event two (2) employees have an identical seniority date of employment with the board, the most senior employee shall be determined by a coin flip.

ARTICLE 36 – LONGEVITY PAY

36.1 The provisions of this Article and the benefits granted shall be applicable only to full-time employees, and part time employees hired before July 1, 1988. Part-time employees are those employees working less than twenty-five (25) hours per week.

36.1.1 Benefits

36.1.1.1. The Board of Education shall pay to each employee who has completed five (5) years of service, the sum of $375.00; to each employee who has completed ten (10) years of service, the sum of $475.00; and to each employee who has completed fifteen (15) years of service, the sum of $575.00.

36.1.1.2 Payment shall be made in a lump sum on the first pay check in December.

36.1.1.3 Employees terminating service to the Board of Education during any year in which they are entitled to longevity pay shall receive a prorated payment for each month of completed service in the year of the separation. This provision also applies to an employee's beneficiary.

36.1.1.4 Payment shall be made in a lump sum on the first pay check in December.

36.1.1.5 Employees terminating service to the Board of Education during any year in which they are entitled to longevity pay shall receive a prorated payment for each month of completed service in the year of the separation. This provision also applies to an employee's beneficiary.

36.1.2 Break in Service

36.1.2.1 An employee who is reinstated or rehired within one (1) year after resignation or other non-disciplinary separation, or an employee who is recalled from layoff or returns to service after a Board approved medical leave of absence within two (2) years, must complete the appropriate number of years of actual service before he is eligible to receive a longevity payment.

36.1.2.2 Except for a layoff and a medical leave, a separation of more than one (1) year shall result in the loss of all longevity benefits and the employee will be considered a new employee.

36.1.2.3 A separation of less than thirty (30) days shall not be considered a break

in service under this Article.

36.1.2.4 For longevity pay purposes, the employee's anniversary date shall be the date of completion of the proper length of actual service.

36.1.2.5 Computation of length of actual service shall be in months of completed service. For example, an employee separated in mid-July has completed only six (6) months of service in that year, and an employee who is reinstated in mid-June does not complete one (1) month of service until July 31.

ARTICLE 37 – FAMILY AND MEDICAL LEAVE

37.1 All leaves of absence taken for a reason for which leave under the Family Medical Leave Act is available shall be deducted from the twelve (12) week of leave provided by the Family Medical Leave Act. Bargaining unit members shall be entitled to all rights under the Family Medical Leave Act including the right to a continuation of Board paid health insurance benefits as provided under the Act.

37.2 The Board shall adopt a policy consistent with the Family Medical Leave Act which will be available in the board policy book housed in each school library.

ARTICLE 38 – TERM OF AGREEMENT

38.1 The term of this Agreement shall commence on July 1, 2010 and shall end at midnight June 30, 2013. Should either party intend to modify or terminate this Agreement, they shall give written notice to the other party at least sixty (60) days prior to June 30, 2013 of its intention to modify or terminate this Agreement. If neither party gives notice to modify or terminate this Agreement it shall be renewed automatically from year to year thereafter unless written notice to modify or terminate is served sixty (60) days prior to any subsequent June 30.

APPENDIX I

Bargaining Unit Employees

Office and Auxiliary Personnel

Secretary – High School Principal
Secretary – Middle School Principal
Secretary – Assistant High School Principals
Secretary – High School Counselors
Secretary – Elementary Principal
Library Aide/Media Aide
Attendance Clerk High School
District Attendance Liaison
Health Aide
Computer Operator Specialist

Operational Personnel

Maintenance/Plumber
Maintenance/HVAC
Maintenance - Lead
Maintenance
Custodian
Groundskeeper

School Food Service Personnel

Accounting Clerk
Cook I
Food Service Worker I
Food Service Worker II
Food Service Worker III
Head Cook
Kitchen Manager (summer only)
Store Room Clerk/Transportation/Utility

Appendix II
2010 - 2011 Classified

	Step 1	Step 2	Step 3	Step 4	Step 5
BARGAINING UNIT EMPLOYEES					
OFFICE/AUXILIARY PERSONNEL					
Secretary H.S. Principal	16.39	16.80	17.25	17.71	18.21
Secretary M.S. Principal	16.39	16.80	17.25	17.71	18.21
Secretary Computer Manager	15.77	16.19	16.66	17.10	17.55
Sec'y Asst. H.S. Principal	15.77	16.19	16.66	17.10	17.55
Sec'y Asst. M.S. Principal	15.77	16.19	16.66	17.10	17.55
Sec'y Elem. Principals	15.77	16.19	16.66	17.10	17.55
Secretary - Counselors	15.20	15.63	16.04	16.48	16.93
Library Aide	15.77	16.19	16.66	17.10	17.55
Library / Media Aide	15.77	16.19	16.66	17.10	17.55
Computer Operator Specialist	16.39	16.80	17.25	17.71	18.21
District Attendance Liaison	15.20	15.63	16.04	16.48	16.93
Attendance Clerk HS	13.30	13.60	14.00	14.38	14.79
Attendance Clerk MS	13.30	13.60	14.00	14.38	14.79
Health Aides	12.32	12.72	13.26	13.75	14.22
Planetarium Oper.	16.42	16.84	17.30	17.80	18.27
Technology Specialist	11.59	11.87	12.20	12.54	12.86
Student Services	15.20	15.63	16.04	16.48	16.93
OPERATIONAL PERSONNEL					
Maintenance – HVAC	18.55	19.05	19.57	20.11	20.63
Maintenance- Plumber	18.55	19.05	19.57	20.11	20.63
Maintenance Worker - Lead	18.42	18.95	19.44	19.95	20.51
Maintenance	18.03	18.56	19.05	19.57	20.12
District Groundskeeper	18.55	19.05	19.57	20.11	20.63
SCHOOL FOOD SERVICE					
Strm Clerk/Trans/Utility	16.10	16.52	16.98	17.45	17.93
Accounting Clerk	15.77	16.19	16.66	17.10	17.55
Cook I	11.49	11.76	12.10	12.40	12.72
Food Serv. Worker I	9.04	9.30	9.55	9.80	10.06
Food Serv. Worker II	10.96	11.25	11.57	11.87	12.21
Food Serv. Worker III	11.49	11.76	12.10	12.44	12.72

Kitchen Manager (summer)	16.10	16.52	16.98	17.45	17.93
Head Cook	13.80	14.15	14.53	14.92	15.33

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 18th day of November, 2010.

President, Local 3136

Staff Representative, Ohio Council 8, AFSCME, AFL-CIO

Superintendent of Norwood City Schools

Treasurer, Norwood City Schools

MEMORANDUM OF UNDERSTANDING BETWEEN THE NORWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION AND THE LOCAL 3136, OHIO COUNCIL 8, AFSCME AND THE LOCAL 3136 A AIDES, OHIO COUNCIL 8, AFSCME

This Memorandum of Understanding is made this 18th day of November, 2010 by and between the Norwood City School District Board of Education ("Board") and the Locals 3136 and 3136 A Aides, Ohio Council 8, AFSCME ("Union") in order to amend the Collective Bargaining Agreement in effect between the parties.

WHEREAS, the Board and the Union are parties to a Collective Bargaining Agreement that expired on June 30, 2010; and

WHEREAS, the Board and the Union have been engaged in bargaining since July, 2010 with the intent of reaching an agreement for a successor Collective Bargaining Agreement;

WHEREAS, the parties have exchanged proposals and counterproposals in order to reach an amicable agreement to amend certain specific provisions of the Collective Bargaining Agreement

NOW, THEREFORE, BE IT AGREED by and between the Board and the Union as follows:

1. The term of this Memorandum of Understanding is to expire at the end of the day on June 30, 2011.

2. Article 23, Sick Leave, shall be revised as follows for the term of this Memorandum of Understanding:

23.13

All Members of AFSCME Locals 3136 and 3136A Aides who work as scheduled without using any paid sick leave during a semester shall receive an attendance bonus equal to 1.5 times the cost of providing a substitute employee to complete the specific bargaining unit member's assigned job. This formula will be applied to the bargaining unit members posted and assigned hours of employment as well as the cost per these assigned hours to provide a substitute employee to work the same hours, times 1.5. This benefit becomes available upon bargaining unit ratification and approval of the collective bargaining agreement by the Norwood City School District Board of Education. This benefit is only available for members who were employed for the entire semester in which they did not use sick leave.

3. **For the 2010-2011 school year only, all members of AFSCME Locals 3136 and 3136A Aides are granted one optional work day. All members must receive approval from their direct supervisor or administrator three days in advance of exercising this option. The optional work day may not be exercised the day before or after a day recognized as a holiday in the current collective bargaining agreement.**

IN WITNESS WHEREOF, the duly authorized representatives of the **NORWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **LOCAL 3136 and LOCAL 3136 A AIDES, OHIO COUNCIL 8, AFSCME** have executed this Memorandum of Understanding hereby intended to amend the current Collective Bargaining Agreement effective between the parties and incorporate such terms and conditions of this Memorandum on the dates set forth opposite their signature.

NORWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION

Date: 1-31-11 By: _____
Superintendent

Date: 2-3-11 By: _____
Treasurer

LOCALS 3136, 3136 A AIDES OHIO COUNCIL 8, AFSCME

Date: 1/25/2011 By: _____
President

Date: 1/25/2011 By: _____
Staff Representative, Locals 3136, 3136 A Aides
Ohio Council 8, AFSCME