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NEGOTIATIONS AGREEMENT

BETWEEN

SOUTHINGTON LOCAL SCHOOLS
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME
LOCAL 673

EFFECTIVE JULY 1, 2008 - JUNE 30, 2011

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PRINCIPLE

1. The parties do understand that the Board is charged by law with the duty and final responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing school employees in its operation.

2. The superintendent and the staff have the responsibility of carrying out the policies established.

3. It is further realized that employees have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

4. It is the intent and purpose of this agreement to attempt to provide an orderly and peaceful means of conducting negotiations and resolving misunderstandings or grievances.

ARTICLE 1
RECOGNITION

1.01 The Board of Education of the Southington Local School District, its heirs, successors or assigns, hereinafter referred to as the "Board," recognizes the Ohio Association of Public School Employees/AFSCME AFL-CIO Local 4 and OAPSE Local 673, hereinafter referred to as "OAPSE, Association or Union," as the sole and exclusive bargaining agent for all employees now employed or to be employed by the "Board" in the following departments:

1. Classroom Aides
2. Custodial/Maintenance
3. Food Service
4. Secretarial/Clerical
5. Transportation
6. Vehicle Mechanic
7. Playground Aides

1.02 Exclusions from the bargaining unit are the Treasurer, the Transportation/Maintenance Supervisor and the Cafeteria Manager, the Assistant to the Treasurer and the Executive Secretary, all substitute employees and all certificated employees.

1.03 All newly created or substantially revised classifications, which are similar to job classifications included within the bargaining unit, shall become a part of the bargaining unit and covered by and subject to the terms and provisions of this Agreement. The Administration shall exercise due care in insuring that no two job descriptions contain essentially similar duties.

The Board shall notify the union in writing when a new classification is created or when the job responsibilities of an existing classification are substantially changed. Within ten (10) days of such notice the union may request bargaining concerning the appropriate rate of pay for the classification. The Board retains the right to implement a proposed wage rate pending such negotiations.

1.04 Any difference which shall arise between the Administration and the Union as to whether or not a newly created position is or is not included within the bargaining unit shall be handled by the SERB procedure.

1.05 Petitions for competitive elections may be filed with the State Employment Relations Board no sooner than one hundred twenty (120) days before the expiration date of any collective bargaining agreement or after the expiration date, until the public employer and exclusive representative enter into a new written agreement. The State Employment Relations Board shall establish rules concerning the conduct of any election including but not limited to, rules to guarantee the secrecy of the ballot.

1.06 The Administration shall not use non-bargaining unit members to perform work normally and historically performed by bargaining unit members.

1.07 The Administration recognizes the Ohio Association of Public School Employees Local 4 and Local 673 for the term of this Agreement.

1.08 Extra custodial, maintenance, and/or clerical work which cannot be performed by regular bargaining unit members during the summer months shall be offered to bargaining unit members on a one-to-one ratio with seasonal, casual, or governmental program employees. Once the Board has hired all bargaining unit members who have signed the roster, the Board is free to hire with no further limitations. Current bargaining unit members who desire extra work shall sign a roster prior to May 1 of each school year. Bargaining unit members shall be hired from this list according to seniority within the job classification, then according to school district seniority. Bargaining unit members from outside of the custodian or secretarial classification shall be paid at Step 0 of the custodian or clerical salary schedule. Bargaining unit members performing this work who are normally assigned to the custodian, secretarial, or secretary/computer operator classification shall be paid their regular hourly rate of pay.

ARTICLE 2
NEGOTIATIONS PROCEDURES

2.01 Submission of Issues

A. Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than twenty (20) days following such request. Such request for negotiating the Master Agreement shall not be made prior to five (5) months before, nor later than three (3) months before the expiration year of the contract.

B. All initial issues proposed for discussion shall be submitted in writing, at the first meeting.

C. Subjects for negotiation shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification - or deletion of an existing provision of the collective bargaining agreement.

2.02 Negotiation Procedures

A. Upon receipt of the initial written request for a meeting, either party will have five (5) days to reply to the request. Within fifteen (15) days after receipt of the reply, both parties involved will establish a mutually agreeable site, date, and time for a meeting .

B. All days referred to herein shall be construed as school days so designated in the calendar adopted by the Board of Education. Any procedure which would involve non-school days would require mutual agreement.

C. Each meeting will be held in a private session. The Board and the Union will each be represented by a maximum of five (5) people.

D. Meetings shall not exceed three (3) hours, unless mutually agreed upon by both parties.

E. Caucus time will not exceed thirty (30) minutes by either party, unless extended time is mutually agreed to.

2.03 Released Time

A. Members of the negotiating team shall be released from school duties with pay to attend negotiating meetings, if sessions are held during the work day.

B. Such meetings shall be scheduled so as not to interfere with normal school schedules wherever possible.

2.04 Progress Reports

A. Periodic written progress reports to the public may be issued during negotiations provided that any such release shall have prior approval of both parties.

2.05 Agreement/Disagreement

A. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party.

B. If an impasse develops between the negotiating teams after full consideration of the issues and the expiration of 90 calendar days from the onset of negotiations, either party may declare impasse and ask for the assistance of the Federal Mediation and Conciliation Service.

2.06 Ratification of Agreement

A. Upon agreement of the negotiation teams on the items being negotiated, the Association will take action on the ratification as soon as possible after receiving the tentative agreement.

B. After ratification by the Association, the Board of Education will take action on the agreement at the next scheduled Board of Education meeting and/or no later than 25 days after receiving the tentative agreement in Item A.

C. The decision of the Board of Education shall become part of the official minutes of the Board with implementation to take place by all parties as stipulated in the agreement.

ARTICLE 3
GRIEVANCE PROCEDURE

3.01 Definition

A. The function and purpose of this document is to insure that the employee and the employer comply with the terms of the negotiated agreement.

B. For purposes of this document a grievance shall be defined as a claim by an employee(s) that involves the application or interpretation of a valid term of this agreement.

C. The lodging of any grievance shall be the exclusive right of the individual employee(s); however, the Union shall have the right to lodge a grievance. The Union also shall have the right to represent and assist an individual employee upon request as stipulated in the following agreement.

D. The employee shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his grievance. He shall have the right to present his own appeal or designate a representative of the Ohio Association of Public School Employees, according to this agreement. The Union shall have the opportunity to be present at any grievance adjustment and no adjustment shall be inconsistent with the terms of the contract.

E. Working days shall mean school days on the officially adopted school calendar, except that between the last day of any school year and the first day of the next succeeding school year, "working days" shall mean weekdays (excluding Saturday, Sunday, and holidays).

3.02 LEVEL 1

1. Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.

2. This must occur within twenty (20) working days of the knowledge of the alleged violation of the expressed terms of this agreement. Failure to do so will be deemed a waiver of right to pursue the matter further.

3.03 LEVEL 2

1. If, as a result of this informal discussion, the matter is still unresolved, the employee shall, within ten (10) working days of the hearing, reduce the matter in writing, sending copies to the Superintendent and the supervisor and request a formal hearing. At this step the employee may elect to have an Association representation if desired.

2. The hearing shall be held within ten (10) working days of the request and will include the employee, the principal or supervisor, the superintendent and the employee representative, if requested by the employee. The decision of the superintendent will be reduced in writing and within ten (10) working days of the hearing be communicated to those involved.

3. The failure of either party to respond within the time limits shall deem the grievance resolved.

3.04 LEVEL 3

If the grievant believes that the grievance has not been resolved satisfactorily, the grievant may, within ten (10) working days after receipt of the written answer as required in Level Two, refer it in writing to the Board of Education. The Board shall, within ten (10) working days after receipt of the grievance, meet the grievant to discuss the grievance. Within ten (10) working days after such meeting, the President of the Board shall give to the grievant, the immediate supervisor, the superintendent and the president of Local 673 a written answer.

3.05 LEVEL 4

1. Arbitration - In the event that the grievance is not satisfactorily adjusted by action outlined in Level 3, OAPSE may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within ten (10) working days of the receipt of the response in Level 3 or the failure of the superintendent to timely respond. The parties shall immediately attempt to select an acceptable arbitrator from a list to be developed by the Federal Mediation and Conciliation Service. The list shall be composed of seven (7) names. Each representative will strike one name from the list until only one (1) name remains. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service.
The arbitrator shall have no power to alter, add to, or subtract from the terms of the contract or make any decision contrary to the contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision.

2. All costs of the arbitrator shall be borne by the loser.

3. The decision shall be binding on the parties.

4. No reprisal shall be taken by or against any participant involved in the processing of a grievance.

CLASSIFIED GRIEVANCE FORM

Grieved Party ______________________________ Date of Submission ____________________________

Job Classification ___________________________ Representative ______________________________
(If requested)

Date(s) of alleged violation ____

Date of informal meeting with supervisor ____

1. State concisely the specific section and term(s) of the negotiated agreement you feel has been violated or misapplied or the administrative decision that is considered inequitable:

2. State in detail the incident(s) you feel constitute your grievance and the relationship to the agreement provisions cited in Item 1:

3. What specific action do you feel should be taken to correct the violation?

Signature of Grievant ____

Date ______________ Superintendent Signature ___________________________________
(Must be within ten (10) days of informal meeting with supervisor.)

- -

<u>DECISION</u> <u>BY</u> <u>SUPERINTENDENT</u> Date of hearing ______________________
Decision:

Signature ______________________________________ Date Rendered _______________________

SOUTHINGTON LOCAL SCHOOLS
Effective 6-11-01

ARTICLE 4
JOB POSTING - VACANCY

4.01 A vacancy shall be defined as an opening in the bargaining unit created by the resignation, retirement, death, non-renewal or termination of a bargaining unit member or a newly-created bargaining unit position, which the Board decides to fill.

4.02 For transfers and/or promotions within the employee's own classification, appointments to vacancies shall be made on the basis of seniority.

A. As vacancies occur, the Superintendent and Local President shall approach members of that classification, according to seniority, and inquire if the employees desire that vacant position or subsequent vacancies created by movement within the classification. To be eligible for the vacant position, the employee must meet the minimum qualifications for the position as listed on the appropriate job description.

If there is a vacancy in a classification in which the Board has adopted changes to the job description, the employee shall have one (1) year from the Board's adoption of the new job description to meet the new requirements and submit appropriate documentation. The employee must be able to reasonably meet the training requirements within the one (1) year. If at the end of the year the employee has not met the qualifications, then the employee shall be returned to his/her previous position at the rate of pay in effect upon return.

Any lay off that may occur as a result of this provision will be pursuant to 6.01B of this Agreement.

B. Employees shall be given forty-eight (48) hours to accept or reject the vacant position(s) in writing. The Superintendent and Local President shall contact all employees in the classification (including those on sick leave, leave of absence, vacation, etc.) until one vacancy remains in the classification which no employee in the classification desires.

4.03 Appointments to vacancies for which no bids have been received from within the same classification shall be subject to administrative recommendation and Board approval, provided that all employees who bid on the vacancy from other classifications are granted an interview for consideration. Such appointments shall be made on the basis of qualifications using the following procedure:

A. All classified vacancies which are not filled as per 4.02 above shall be posted in an open area accessible to all employees in the employees' check-in buildings. The "Vacancy Notice" shall contain a salary range

and shift times. Vacancies shall be posted within ten (10) working days of when the vacancy occurs.

B. All classified vacancies shall be posted for a period of ten (10) working days in all buildings. All present classified employees qualified for the vacancy shall have the first opportunity to apply and be considered for the vacant position.

C. Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Superintendent within ten (10) working days of the date of posting.

D. Bids shall be awarded within ten (10) working days of the close of the posting period mentioned in "C" above, pending final Board approval.

4.04 A bargaining unit member who transfers to another classification within the bargaining unit shall have a probationary period of thirty (30) work days in the new classification. During this thirty (30) work day probationary period, either the bargaining unit member or the immediate supervisor may terminate the transfer for any reason. If the transfer is terminated, the bargaining unit member shall be returned to his/her previous classification at no loss of pay or seniority.

During the thirty (30) work day probationary period, the Board may fill the old position with a substitute employee.

4.05 Employees on layoff in a classification shall be used to fill vacant positions in their respective classifications during the posting period, according to seniority.

ARTICLE 5
UNION RIGHTS

5.01 Union Security

A. In recognition of the Association's service to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment or within thirty (30) days following initial employment, either be members of the Association or share in the financial support of the Association by paying to the Association a representation fee equivalent to that portion of the Association dues regularly applied to defray the costs of collective bargaining, in the manner described below. These deductions shall be the exclusive right conferred upon OAPSE as the recognized representative of the personnel as defined in Recognition contained herein.

1. Each bargaining unit member shall submit a payroll deduction form once to the treasurer of the Board by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The treasurer shall have the form prior to making deductions.

2. The deductions shall be made in nine (9) monthly deductions starting with the second pay check in September of each year.

3. These deductions shall continue from year to year automatically. The Association shall forward to the treasurer by October 1 each year the amount to be deducted, if changed from the previous year.

4. The first deduction shall be for local dues and shall be sent to the local treasurer with a report by name of the amount deducted. All succeeding deductions shall be sent to the state OAPSE treasurer with a complete description by name of the amount deducted. A copy of the deduction report shall be sent to the local treasurer.

5. The Association agrees to indemnify and save harmless the Board any and all legal fees, court costs, and filing fees incurred by or through its counsel in enforcing or defending this section.

6. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in written authorization. Such authorization is voluntary, must be executed by the employee, and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deduction made pursuant to this provision to the Union once per month together with an itemized statement showing the name of each

employee from whose pay such deductions have been made and the amount being deducted during the period covered by the remittance.

5.02 Wage Notice - The Board of Education agrees to provide between July 1 and August 1 each year a copy of the employee wage notice, which shall include the job classification, hourly rate, number of planned hours per day and number of days per year. This is to be sent to the state OAPSE treasurer.

5.03 Union Time - OAPSE members as a group shall have ten (10) days per year paid release time for union business. Release time shall be granted with the approval of the local chapter president or other officer of Local 673 acting on behalf of the president. The superintendent shall be notified at least one week in advance of the leave through use of the regular personal leave form.

5.04 Use of Buildings and Facilities - The Union will have the right to use the employer's facilities where no conflict exists without cost to either party. The supervisor of the respective building will be notified in advance of the time and place.

5.05 Notification of President - Local 673 President shall be notified of all job postings and awards of positions by certified mail or hand delivery.

ARTICLE 6
EMPLOYEE RIGHTS

6.01 Layoff - Recall

A. While the Board agrees that there is no intention to reduce staff by combining job classifications, or lay off personnel for the sole purpose of subcontracting bargaining unit classifications, should a reduction in force or a layoff be required, it would be under the terms of this reduction-in-force agreement.

B. In the event of a reduction of the working force by reason recognized by R.C. 3319.172, lack of work, or an emergency situation and it becomes necessary to reduce the number of employees in a job classification, the following procedures shall govern such layoff and/or subsequent reinstatement.

C. The number of people affected by reduction in the force shall be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.

D. When it becomes necessary to lay off employees by reasons as stated above, affected employees beginning with the start of the school year shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment in their present classification. Authorized leaves of absence do not constitute an interruption in continuous service, but time spent on such leaves shall not be calculated when computing continuous service. In case of identical dates of hire or appointment, seniority will be determined by first, total length of continuous service in other job classifications, second, the date on which the employee submitted his/her initial application for employment, and finally, a coin flip.

E. The classification seniority in the event of layoff:

1. Classroom Aides
2. Custodial/Maintenance
3. Food Service
4. Secretarial/Clerical
5. Transportation
6. Vehicle Mechanic
7. Playground Aides

F. Initial probationary employees and CETA employees or other governmental program employees and seasonal or casual employees shall be laid off before any regular employee.

G. Twenty (20) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall also be given advance written notice of layoff. Each notice of layoff shall state the following:

1. reason(s) for the layoff or reduction;
2. the effective date of layoff; and
3. a statement advising the employee of his/her rights of reinstatement from the layoff.

H. After the posting of the contemplated layoff, but prior to the actual commencement of the layoff, the parties will meet for the purpose of discussing the reasons for the forthcoming layoff and any alternative actions which may be taken to lessen the impact of such a layoff on the District and/or its employees.

I. For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list and name all employees employed under probationary contracts, who shall be placed on the reinstatement list in the reverse order of layoff. Nothing herein shall be construed as to prevent the Board of Education from exercising its right to non-renew an employee's contract in accordance with Article 15 of the agreement and Ohio law.

J. The names of all employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired .

K. A laid off employee shall remain on the recall list for one year unless he waives, in writing, his recall rights, resigns, fails to accept recall to a position in his classification, or fails to report to work within ten (10) working days after a written notice of recall sent to the employee. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail. Any employee being called back from layoff will immediately be reinstated to the appropriate rate of pay. The appropriate rate of pay shall be considered to be the step of the employee's step at the time of layoff.

L. Short term employment of thirty (30) days or less may occur during a classification layoff in the event of an emergency. Laid off employees will be offered such employment within their job classification before going to outside sources. Refusal of laid off employees to such short term employment shall not be cause to remove their names from the reinstatement list.

M. Laid off employees may bump to a previous classification on the basis of seniority held in a prior classification. A request to bump to a previously held classification must be submitted to the Board within 30 days of the affected employee's layoff.

N. Laid off employees shall be called, by seniority, to work as substitutes in the classification from which they are laid off. These employees shall be granted their contractual step rate of pay at time of layoff for all hours worked.

O. Once an employee has exhausted their contractual recall period of one (1) year, they will be placed on a district rehire list. This list will include all laid off employees who have exhausted their contractual recall, in order of district seniority. Each employee will remain on the rehire list for a period of two (2) years, unless he waives his rehire rights in writing, fails to accept recall, or fails to report to work within ten (10) days after written notification of rehire is received by the employee.

P. The rehire of an employee from the district rehire list will be by district seniority and is subject to the condition that he/she is capable of doing the work, and is in possession of or can readily receive any necessary state certification or licensing requirements within seventy five (75) days of hire. (Excluding bus drivers who must have a valid CDL for the first work day).

Q. A potential rehire candidate who cannot perform the required job duties or cannot meet state-mandated requirements will be bypassed and the next most senior person on the rehire list will be offered the employment opportunity.

R. An employee who is rehired from the district rehire list and who is unable to perform the job duties of the assigned job within a 45-calendar-day probationary period shall be returned to the district rehire list in line with their seniority. (Excluding bus drivers who must have a valid CDL for the first work day, except those bus drivers who have had their CDL suspended, if they can retain their CDL within the 45-calendar-day period, they will be returned to the district rehire list).

S. An employee who is rehired, and who reacquires seniority within 24 months immediately following the last day worked prior to the layoff shall have his new seniority date adjusted by adding an amount equal to the seniority he had acquired as of the last day worked.

6.02 Discipline Procedure/Due Process

A. Before imposing a demotion, suspension, or discharge on a non-probationary employee, the superintendent or designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the alleged behavior. The employee has the right to be accompanied at the conference by Union representation. The conference will be scheduled as promptly as possible by the superintendent or designee. The superintendent or designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the superintendent or designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the superintendent may suspend the employee with pay for up to three (3) days pending the conference to determine final disciplinary action. The

meeting with the superintendent may be appealed to Level 3 of the grievance procedure.

B. Progressive discipline should generally be followed and documented.

C. When the employer intends to impose any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee and the union. The notice shall indicate:

1. the specific charges against the employee which shall include times, dates, and location of chargeable action or omissions;
2. possible penalties;
3. a statement of the employee's right to make use of the Grievance Procedure to dispute the charges or the proposed penalty;
4. notice of the hearing to discuss the charges.

D. When imposing a demotion, suspension, or discharge, the superintendent shall sign a written statement which shall state the grounds for the disciplinary action or removal. The superintendent shall furnish a copy of the statement to the employee. Disciplinary action is effective according to the terms of the statement of demotion, suspension, or discharge. The employee may file a grievance concerning his discipline or discharge in accordance with the time limits and procedures as set forth.

6.03 Equal Treatment

No bargaining unit employee shall be granted rights or privileges by the Administration not extended and made available to all bargaining unit employees.

6.04 Personnel Files

A. All classified personnel records shall be maintained in confidential files at the Administration Office. Each classified employee shall have the right to review the contents of his/her own file, with twenty-four (24) hours notice to administrative personnel. In addition, the employee shall have the right to be accompanied by a representative of their local association.

B. No item may be removed from the file by the employee; however, each employee may receive a copy of any inspected information at no cost to the employee by making a written request to the superintendent.

C. Any employee receiving a written reprimand or a notice that is disciplinary in nature shall receive a copy of the reprimand or notice. The employee will be asked to sign the reprimand or notice to verify receipt; however, the employee's signature shall not be construed to imply agreement or disagreement with the

contents of the reprimand or notice. If the employee does not sign the reprimand or notice, the document shall be so noted and filed.

D. Anonymous letters or undocumented materials referring to any classified employee shall not be placed in an employee's file nor made a matter of record.

E. All classified employees shall have the right to respond to any document in their personnel file. Any such responses shall be in writing and shall be attached to the relevant document.

F. All classified employees shall have the right to request that any materials from their personnel file that are determined to be obsolete or inappropriate be removed, subject to the approval of the Superintendent.

G. All records of a disciplinary nature shall be removed from an employee's personnel file in accordance with the schedule adopted by the district's Records Retention Commission.

H. Records of disciplinary action more than five (5) years from the date of latest occurrence shall not be considered.

6.05 Evaluations

A. All classified employees shall be evaluated annually by the appropriate administrator. The employee to be evaluated shall be notified at least twenty-four (24) hours in advance of any evaluation.

B. Following an evaluation, the administrator will review the results of the evaluation with the employee. The employee shall sign the evaluation to acknowledge such review with the administrator; however, the employee's signature shall not be construed to imply agreement or disagreement with the contents of the evaluation. The employee shall also receive a copy of the evaluation at the time of review.

C. The employee shall have the right to respond to any evaluation. within thirty (30) days. Any written response shall be attached to the evaluation and filed.

D. Any classified employee rated unsatisfactory or demonstrating substandard performance in any area of their responsibility shall receive specific instructions regarding future expectations and suggestions designed to aid the employee toward the correction of any noted deficiencies.

6.06 Attendance of Non-Resident Employee's Child

A child whose parent is a classified employee of the Southington Local School District may be admitted, tuition-free, to Southington Local Schools under the provisions of the Open Enrollment Board Policy. If the employee lives outside of the Open Enrollment jurisdiction, the child may be admitted tuition-free provided all other conditions of the Open Enrollment Board Policy are met except the residency restriction.

ARTICLE 7
PAY PROCEDURES

7.01 Classification

A. Any employee assigned to a new classification shall be placed on at least their same step of the new salary schedule. The placement of said employee on the new salary schedule shall be such that he/she shall suffer no reduction in hourly rate of pay in his/her new classification in comparison to the rate of pay he/she would have received in his/her former classification.

7.02 Premium Pay

A. An employee shall receive one and one-half (1-1/2) times their hourly rate after being in pay status eight (8) hours in one day or forty (40) hours in one work week.

B. Except in cases of emergency, overtime work must have the prior approval of the immediate supervisor/superintendent. In all cases, overtime work must have the prior approval of the employee's immediate supervisor

C. A normal work week shall be defined as Monday, 12:01 a.m. through Friday, 12:00 midnight for all bargaining unit positions except for a four hour custodial position that the Board will create and for which the normal work week would be defined as Monday, 12:01 a.m. through Sunday, 12:00 midnight. In case of emergency and/or unique situations based on the school program, the supervisor, after consultation with the employee and with the employee's consent, can adjust the work week parameters. The four hour position would not diminish the current regularly offered overtime to current custodial staff.

D. Any employee who is asked to work on a holiday shall receive time and one-half (1-1/2) their regular rate of pay, in addition to holiday pay.

E. Any employee shall have the right to reject any offer or request for overtime, call back, or call in time except in case of emergency as determined by the Superintendent and where no qualified bargaining unit member substitute within the classification is secured.

F. Any employee called in at a non-regularly scheduled shift time or called back after a regularly scheduled shift time shall be called for a two (2)-hour minimum.

G. No governmental program, seasonal or casual employee shall be eligible for overtime unless it is refused by all bargaining unit members in the classification.

H. Overtime in the custodial classification will be offered on a seniority rotation basis except for overtime needs arising during afternoon shift which shall first be offered to the custodial employee working that afternoon shift.

7.03 Meeting Attendance

A. In the event any employee is required by his/her supervisor and/or the administration to attend any meetings, he/she shall be paid for all such time spent at their regular hourly rate provided that this would result in the employee's working in excess of his contractual work week or work year, as measured in hours or days respectively.

B. This article does not apply to any meetings which the employee must attend to maintain eligibility or certification qualifying him/her to perform his/her job's responsibilities, as stipulated by state and/or county requirements over which the local Board of Education exercises no control.

C. Employees required by their supervisor or administrator to attend any meetings as per "**A**" above shall be compensated on the next regular pay. Employees required to attend these meetings shall be notified in writing that such meeting is mandatory.

7.04 Banquet Pay

A. When an organization requests the use of the kitchen or kitchen equipment, one or more of the cafeteria employees will be assigned to supervise and assist in the use of the kitchen. Cafeteria employees shall receive extra assignments according to seniority and on a rotation basis.

B. The number of persons assigned will be determined by the superintendent after consulting with their supervisor.

C. All food service employees who are asked to work at banquets or other extra activities shall be compensated at the regular hourly rate, with a minimum of $30.00.

7.05 Pay Day

A. All employees' pay shall be paid over a twelve (12) month period if requested by the employee prior to the beginning of the employee's contract year.

B. When pay day falls on a holiday, the preceding day shall be pay day, with the employees receiving their pay during the normal hours of their shift.

C. Due to the intervention of leap year during the contract term and its effect upon the number of paid work days, the Treasurer may determine and declare a three (3) week

pay period and issue paychecks accordingly. When the Treasurer determines such a three (3) week pay period to be necessary, the Treasurer shall give written notice to the bargaining unit members at least two (2) pay periods prior to the beginning of the three (3) week pay period.

7.06 Report Pay

A. The Board agrees that any time an employee reports to work on a regularly scheduled work day and work is not available, the employee shall be paid for three (3) hours at the regular rate of pay.

B. In the event the employee works at least four (4) hours and no additional work is available, the employee shall be paid six (6) hours at his regular rate of pay, unless notification is made within two hours of arrival at work.

C. In the event an employee is ordered to report at a time other than the normal schedule and no work is available, the employee shall be paid at least three (3) hours pay at the applicable rate of pay.

D. If the employee's regular work schedule is less than three (3) hours, report pay will be limited to that number of hours regularly scheduled for work.

E. This provision will not apply to situations where other stipulations have been made to cover specific circumstances (i.e., calamity days, parochial in-service days, etc.).

F. Eight-hour employees shall have the annual option of selecting an eight hour work day that includes a 20 minute paid but interruptible lunch or an eight and one half hour day that includes a one half hour unpaid and uninterruptible lunch. The election shall be made by August 10th of each year and shall remain unchanged for the entire year unless approved by the superintendent. Regardless of the election; the time of each employee's lunch period shall be scheduled by the administration. The administration shall require employees selecting the eight-hour day to notify their immediate supervisor of their pre-approved lunch location. Employees choosing the eight and one half hour day may leave the premises during their lunch period, clocking out and in when doing so or they may take their lunch period on the premises. If the unpaid lunch is interrupted by the Administration or at the authorized request of a certified staff member, the employee will be paid time plus one half for the interrupted lunch.

G. Custodian who are directed by their supervisor or the Superintendent to report to school to open the building for a school sponsored activity or an approved non-school sponsored activity shall receive a minimum of one (1) hour of their proper rate of pay, including overtime if applicable.

7.07 Calamity Days

A. All classified employees shall be paid time and one-half (1-1/2) their regular rate of pay for all hours worked on a calamity day, in addition to calamity day pay. Employees shall be offered work on a calamity day according to a schedule of rotation, based upon seniority, if the Superintendent determines such work is necessary.

7.08 Shift Differential

A. All employees working the afternoon shift shall be paid a shift differential of thirty (30) cents per hour, which shall be added to the employees' regular rate of pay, effective September 1, 1995.

ARTICLE 8
TRANSPORTATION

8.01 Extra Trip Procedures

A. Within ten (10) days after the beginning of a semester, or the employment of a new regular contract driver, all drivers may sign-up for extra trip assignments on the seniority roster (Form SR).

1. All bargaining unit employees who are classified as bus drivers are eligible for assignments of extra trips. For the purpose of this agreement, all school sponsored trips involving more participating students than can be accommodated safely on the school van, (no more than 7 students) thus requiring use of a bus, will be considered as extra trips and will be assigned to bargaining unit bus drivers accordingly. If field trips or extra trips interfere with a driver's regular route, the supervisor has the responsibility to hire a qualified substitute to fill the trip driver's route. If the substitute is not familiar with the trip driver's route, then the supervisor may move a bargaining unit bus driver from their assigned route, into the trip driver's route for that particular route. If no qualified substitute can be found, the Board can cancel the extra trip or field trip.

2. The typed list will be posted and used to determine the sequence of extra trip assignments.

3. Drivers not signing up for extra trips within the ten-day periods waive their right of assignments for the balance of the semester.

B. Extra trips will be posted by Monday for no more than two weeks prior to the departure date of the trip on Form FT-1 in the bus garage.

C. All drivers have 48 hours from the time of posting to confirm or deny the trip assignment by initialing the trip on Form FT- 1.

D. Upon a negative confirmation by the first scheduled driver, the trip will automatically be assigned to the next listed driver eligible to drive the trip.

1. If the driver has either not confirmed or negatively confirmed his/her availability, the trip will be charged against that driver and assigned to the next until the list of requesting regular drivers is exhausted. The first eligible driver in rotation confirming a "yes" within 48 hours of posting will be assigned and charged the trip.

2. In the event of no confirmation of a regular driver after the 48 hours of posting, a substitute may be assigned.

3. Responsibility for signing Form FT-1 within the allotted time rests exclusively with the driver.

4. Interscholastic athletic playoff and tournament games shall be subject to the same extra trip rotations as set forth in this Agreement.

5. Extra trips under this contract for school sponsored events may not be avoided by use of personal vehicle use by a coach or parent but this provision does not prevent a parents from providing transportation to or from such an event for the parent's own child (children) in accord with Board policy.

6. All extra trips under this Agreement are to be assigned only by the administration and in accord with the specified policy; bargaining unit members may neither trade nor designate another driver to take his/her assigned trip.

E. Extra trips are to be requested by sponsors, etc., at least two weeks in advance, but there are occasions when this is not possible. When extra trips are to be run with less than 48 hours notice to the Transportation Coordinator, a driver will not be charged for a negative confirmation. The regular driver taking the trip will draw a "bye" if the trip taken is out of their rotation.

F. Any trip requiring an overnight stay must have prior administrative approval.

G. Extra Trip Pay

The administration will make every reasonable attempt to notify the driver of cancellation. Drivers scheduled for extra trips who report as scheduled and who are not notified of a cancellation at least thirty (30) minutes prior to the departure time of the trip shall receive a payment of $15.00.

1. Pay shall be the employee's hourly rate with a minimum assignment of two (2) hours.

2. Employees shall receive their regular rate of pay for the trip.

3. Any trip requiring an overnight stay shall be paid at the employee's hourly rate for all time spent driving and at the Federal Minimum Wage for all time not driving plus lodging and meals according to existing policy.

4. If a driver has two trips canceled, the driver will be responsible for notifying the transportation supervisor, and will be awarded the next available trip and not charged for the trip in rotation.

8.02 Mechanical Breakdown Pay and/or Inclement Weather Pay

A. The Board agrees that any driver who exceeds the established total hour per diem time on any working day due to mechanical breakdowns not attributable to driver neglect or work performed in connection with any trip taken to aid such breakdown, shall be paid the regular hourly rate for any time above and beyond the established per diem time.

B. The board agrees that any driver who exceeds the established total hour per diem time on any working day by more than one-half hour due to inclement weather shall be paid the regular hourly rate for any time above and beyond this half hour at the driver's established per diem rate.

8.03 Establishing Routes and Pay

A. 1. Times and routes will be established from the previous year for the month of September. Times and routes will then be established by October for the remainder of the school year. These times shall remain in effect until October of the following year. Once the route has been established, management shall have the right to add or delete portions of a route based upon bus capacity, time and other needs of the district. Generally, Ohio Student Transportation Manual guidelines relative to the number of students to be transported on a bus shall be followed.

2. Each year prior to the beginning of school, each contracted driver shall choose, by seniority, route assignments prepared by the Director of Transportation. A driver can request a reevaluation of their route or time or for reasons outlined in the previous paragraph if they feel it is necessary due to incoming or outgoing students.

3. Within two (2) weeks of the Board's announcement of the first day of classes in the new school, the administration will schedule a meeting of transportation employees for their input on appropriate routes. Thereafter, the administration will develop routes for transportation to and from the new school.

B. Prior to the beginning of the school year, all contractual drivers will receive, by mail, copies of all bus routes, including Kindergarten routes.

C. All regular routes, regardless of actual driving time on the a.m. and p.m. portion, shall be considered to be two hours in the a.m. and two hours in the p.m. for the purposes of sick leave, personal leave, and extra trips. All work bus drivers are required to perform beyond four hours in their day shall be paid at the bus drivers' regular hourly rate of pay.

8.04 Kindergarten Trips

A. If applicable, mid-day kindergarten trips shall be paid at the hourly rate of the driver for a minimum of two (2) hours.

B. These kindergarten runs will be on a rotating basis unless it conflicts with the driver's regular assignment.

C. Only contractual drivers will drive mid-day Kindergarten.

8.05 Extra Working Days

Drivers working extra days due to scheduling conflicts (parochial, JVS), shall be paid for these extra days as they occur on the next scheduled pay. Drivers shall be paid their regularly scheduled daily hours of work for such days.

8.06 Bus Driver's Certification

Any driver who has a bus driver's license revoked, suspended or allows it to lapse shall be placed on suspension without pay until the license can be returned.

8.07 Re-Certification

Re-certification of school bus drivers shall be in compliance with Rule 3301-83-10(F) of the Ohio Administrative Code.

8.08 Bus Drivers' Meetings

When a driver is required by the immediate supervisor to attend one of the following meetings, the driver will be compensated at the regular rate of pay negotiated for the drivers for the actual clock time of the meeting: (1) Annual Safety Meeting, (2) Inservice meeting(s), (3) Driver/Supervisor/Parent Conferences. Payment shall be made by the next pay period.

8.09 Drug and Alcohol Testing

A. The parties shall comply with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the Federal Highway Administration (FHWA) and the U.S. Department of Transportation (DOT). Beginning January 1, 1998, the Employer will conduct drug and alcohol testing in accordance with the Act and the subsequent rules. The Board is responsible for implementing and conducting the testing program. Cost of this testing will be in accordance with Section 8.09(F) below. The Board will pay the employee his/her regular hourly rate for any and all time involved in training and testing.

B. The possession, transfer, sale, or use of alcohol, illegal drugs or other intoxicants on the Board's premises during working hours will not be tolerated. Any employee who possesses, transfers, sells, or uses alcohol or illegal drugs during working hours shall be disciplined pursuant to Section 6.02 (Discipline Procedure) of this Agreement.

C. Prior to the implementation of any substance abuse program, the Employer will provide information concerning the impact of the use of drugs or alcohol on job performance. In addition, employees will be trained and/or provided information to recognize the symptoms of drug abuse, impairment and intoxication.

All employees will be informed of the causes for testing and the testing procedures.

D. The testing shall be done by a lab which meets or exceeds the standards of the National Institute on Drug Abuse (NIDA) and/or the scientific and technical guidelines for Federal drug testing programs and standards for urine drug testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services (53 Fed. Reg. 11970 4/11/88).

E. An employee shall be immediately terminated for any of the following:

1. Refusal to submit to a screening or confirmatory test.
2. Refusal to submit to the approved rehabilitation program of the Employer.
3. Failure to complete the approved rehabilitation program.
4. Test positive for an illegal drug. (For purposes of this section "illegal drugs" are those prohibited by the Act and obtained by the employee without a valid prescription.)

F. An employee may notify the Employer prior to submitting to any drug or alcohol test that he/she believes that he/she may have a problem with drugs or alcohol. Upon receipt of such notice, the employee shall be afforded the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he/she will be restored to his/her employment. The cost of this program shall be borne by the Employee's medical insurance carrier.

G. Persons whose test result for alcohol is greater than a concentration of more than four hundredths (.04) of one-percent (1%) by weight of alcohol in the person's blood or a concentration of four hundredths (.04) of one-percent (1%) by weight of alcohol in the person's breath shall be afforded the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he/she will be restored to his/her employment. The cost of this program shall be borne by the Employee's medical insurance carrier.

Should an employee have sufficient sick, personal or vacation days to cover his/her absence during the time that he/she is enrolled in a rehabilitation program, the employee shall be entitled to apply these days toward the period of absence. Should the employee not have sufficient paid days off during his/her enrollment in rehabilitation, the employee will be granted an unpaid leave of absence in accordance with Section 9.05 of the collective bargaining agreement.

H. Upon successful completion of the rehabilitation program, the following procedure will apply:

1. Prior to returning to work, the employee must provide the Employer with written documentation from the director of the rehabilitation program in which he/she has been enrolled that the employee is able to return to work.

2. Prior to returning to work, the employee must provide the Employer with the results of a test for alcohol he/she has taken which indicates the concentration of alcohol is less than two hundredths (.02) of one-percent (1%) by weight of alcohol in the person's blood or a concentration of alcohol is less than two hundredths (.02) of one-percent (1%) by weight of alcohol in the person's breath.

3. Should the employee test positive after his/her return to work, he/she will be immediately terminated.

I. The cost of testing will be borne in the following manner:

1.	Random Testing	Cost to be borne by the Employer
2.	Confirmatory Test	Cost to be borne by the Employer if test is negative Cost to be borne by the Employee if test is positive
3.	Post-Accident Test	Cost to be borne by the Employer except if the Employee is cited and the test is positive
4.	Return to Work	Cost to be borne by the Employee

If the confirmatory test is positive, then the Employee shall report for retesting immediately upon notification. The Employee will pay the cost of this second confirmatory test, if the test is positive. If the test is negative, then the Employer shall pay the cost of the second confirmatory test.

ARTICLE 9
LEAVES

9.01 Sick Leaves

A. Each classified employee shall be entitled to fifteen (15) days of sick leave with pay for each year of employment, which shall be earned and credited at the rate of one and one fourth (1-1/4) days after each month of service.

B. Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which can be communicated to others, and for absence due to death, illness or injury in the employee's immediate family. Immediate family is defined as father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, grandchildren, step-children, grandparents, foster-parents, step-parents or a person living within the same household who is dependent upon the employee for support. Payment of sick leave days after an initial five (5) days of continuous absence will be made only upon submission of medical evidence to support the absence.

C. Unused sick leave shall be accumulative up to a maximum of three hundred five (305) days.

D. Any accumulated sick leave from any public service may be transferred to the Southington Schools under the following stipulations:

1. No more than maximum accumulation for the Southington Schools may be transferred.

2. Transfer of sick leave from another public service is only applicable if the employee is reemployed by the Southington Local Schools within ten (10) years of the date of the last termination from public service.

E. Employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the rate of the full time employee.

F. The Board will advance sick leave to new employees who have not yet earned sick leave and to returning employees who have exhausted all leave which they had earned. The amount of sick leave advanced shall be equal to but not exceed the amount of leave an employee would earn during a single school year. All hours advanced will be removed from the employee's sick leave balance on a one-to-one ratio as the employee earns sick leave credits. An employee who terminated employment while owing the Board for advanced sick leave days must reimburse the Board for sick leave days that were advanced and used but not yet earned.

G. Sick Leave Buy-Back Option

Each Employee who has at least 150 accrued and unused sick leave days shall be eligible to participate in the following sick leave buy-back option:

1. The employee may elect to accumulate any unused sick leave accrued during the school year; or
2. The employee may elect to cash in any unused sick leave accrued during the school year at the rate of one-forth (1/4) of the accrued but unused days multiplied by the employee's per diem rate for that school year. The maximum number of days that would be compensated in any year is 3 ¾ (1/4 x 15). Payment for these days shall be made at the last pay in June. Election of this option shall eliminate any accrued but unused sick leave days for that school year.
3. Each employee shall annually elect one of the options on a form provided at the end of Article 9. Forms shall be submitted to the Treasurer's office by June 1st each year.

H. Attendance Bonus

1. Employees who do not use any sick leave shall be granted an attendance bonus.

2. Twelve (12) month employees will be granted two (2) days wages every four months during the contract year. Payment will be included in the first pay following the ending of the months of November, March, and July.

3. Nine (9) and ten (10) month employees will be granted two (2) days wages or a minimum amount of $30 twice a year. Payment will be included in the first pay following the ending of the months of January and June.

I. Bereavement Leave

In the event of a death in the employee's family (as defined in 9.01 B), employees will be granted three (3) days of bereavement leave, which shall not be deducted from the employee's accumulated sick leave. At the end of the three-day bereavement leave, employees shall have the option to use sick leave.

9.02 Pregnancy. Maternity. or Adoption Leave

A. Pregnancy, Maternity, Paternity, or Adoption leaves shall be granted at the request of the member. The following conditions shall apply:

1. Request for the leave shall be filed with the Superintendent's office four (4) weeks prior to the beginning of the foreseeable leave if possible.

2. Leave shall extend through the remainder of the school contract year in which delivery/adoption occurs, or for a shorter period at the request of the member. The member may also request an extended leave for an additional school year upon approval of the Board of Education.

3. Requests for reinstatement shall be directed to the Superintendent's office not later than two (2) months prior to the return to work date.

4. The Board will return the member to the assignment held prior to going on leave from paragraph A.

9.03 Jury Duty

A. Any employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Administration shall pay the employee the difference. if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assignment shift commences at 3:00 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

9.04 Military Leave

A. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges by law arising out of the exercise of military leave.

9.05 Unpaid Leave of Absence

A. All employees shall be entitled to an unpaid leave of absence for two (2) calendar year upon request if based upon disability, pregnancy or serious personal illness of the employee, spouse or dependent child.

B. Any employee on unpaid leave of absence shall be permitted to participate in the group insurance programs by reimbursing the Board for the premium cost no later than the 15th of each month.

C. Upon written request, the Board may grant an unpaid leave of absence with no Board paid benefits for a period of not more than two years for education or professional or other purposes, and may grant such unpaid leaves for an additional year with no Board paid benefits with or without written request.

D. The Board may require that the unpaid leave expire at the end of the school year or a semester, and may grant an extension of the original leave of up to one (1) additional school year.

E. All employees on unpaid leave of absence shall submit to the Superintendent, in writing, their intention regarding their return to work no later than one month prior to the date their leave expires.

9.06 Leave of Absence

A. Upon return from a paid leave of absence, the returning employee will be placed at the same step of the salary schedule they held at the commencement of the leave of absence. In the event the leave of absence is extended from one school year to the next school year, the returning employee will be advanced to the step they would have otherwise held had they not been on leave.

B. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.

C. If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

D. Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

E. Employees on leaves of absence shall be given the option to purchase all benefits at the rate charged the Board by the insurance carrier(s).

9.07 Personal Leave

Each member of the bargaining unit shall be entitled to four (4) days per year of unrestricted personal leave with no reduction in salary.

Guidelines for Personal Leave

A. Not more than two employees in the same job classification may be absent during any one day based on order of request (superintendent may permit more).

B. Advance written notification (form attached as Exhibit B), unless the reason is of an emergency nature, of four days shall be given by the employee(s).

C. Half-day leave is permitted.

D. Unrestricted personal leave days shall not be used on the day before vacation or holiday except in the case of proven emergency.

Emergency Procedures

A. The employee will call the school as soon as practical and cite the emergency.

B. The proper form will be filled out the day of return to work.

Personal Leave Conversion

On July 1, of each year, an employee's unused personal leave shall be credited to the employee's sick leave.

9.08 Assault Leave

A. If, in the course of employment, an employee assaulted by a student or a person acting in the student's behalf, resulting in physical injury to the employee which is severe enough to preclude the satisfactory performance of regular duties, the employee shall be granted Assault Leave for the period of incapacitation, except that the length of leave shall be limited to twelve (12) months duration. The twelve (12) month duration shall commence with the first day of Assault Leave. In case of injury or visible disfigurement which causes embarrassment to the employee, Assault Leave shall be limited to twenty (20) paid working days maximum.

B. The employee shall not qualify for Assault Leave except upon the submission of a report supporting the granting of Assault Leave. If medical attention is required, the employee shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration.

C. During such Assault Leave, said employee must file an application for benefits with the Ohio Bureau of Workers Compensation. The Board of Education will assume payment of Assault Leave benefits in full until the commencement of state system benefits. Any overpayment made by the Board to the employee must be reimbursed to the Board within 30 days of the overpayment. The Board of Education will supplement the state system benefit to bring the employee to his/her normal full pay status. It is expressly understood that the disabled employee may not receive remuneration in excess of his/her normal full pay.

D. An employee who has been physically assaulted in connection with the performance of his/her duties shall notify his/her Supervisor. The employee shall have the right to confer with a representative of the employee's choice prior to the submission of any report. The employee shall file a written report, and the report shall be signed by the employee or his/her representative.

E. The Supervisor or his/her designee shall attempt to obtain a list of witnesses to said assault. The Supervisor shall then attempt to obtain a written statement of the observations of each witness.

F. As a condition for the granting of Assault Leave, the assaulted employee shall cooperate with the appropriate law enforcement agencies and the Prosecutor's Office.

G. If Court action results, said employee shall be granted leave of his/her duties with no loss of pay for the necessary time in Court.

H. An employee temporarily disabled as a result of physical assault shall be returned to the same position as held at the time of incident.

9.09 Family and Medical Leave

All bargaining unit employees shall enjoy the benefits of this Agreement and the Family and Medical Leave Act.

The Southington Local School District Board of Education agrees to provide leave in accordance with the final rules promulgated under the FMLA of 1993.

A year shall be defined as the twelve (12) month period of time from the beginning of the last usage under FMLA by the employee.

Once the FMLA leave has commenced, the employee shall not be permitted to switch to another leave until this leave has expired.

9.10 Leave Payment

Employees regularly scheduled to work hours in excess of their contractual hours shall be paid their daily rate of pay for actual hours worked for all days (or fractions thereof) compensated under Article 9 of this Agreement.

SOUTHINGTON LOCAL SCHOOL DISTRICT

CLASSIFIED LEAVE REQUEST FORM

Employee ______________________________ Current Position __________________

Date(s) of leave requested ____

Type of leave requested:

Personal_______Sick ________Vacation______Bereavement_______Unpaid Leave __________

Today's date _____________________ Employee's Signature ______________________________

Supervisor's Signature ______________________________

Substitute Required: Yes_________ No__________

* *

Approved____________________________ Disapproved ________________________

Date_______________________ Superintendent's Signature ______________________

* *

For personal leave, no explanation is necessary.

Four days of advance written notification on this form shall be given by the employee unless the reason is of an emergency nature. (Ref: 9.07)

Misstatement on the Personal Leave Request Form is grounds for disciplinary action.

Distribution: Employee Supervisor Superintendent Treasurer

SICK LEAVE BUY-BACK OPTION FORM

EACH EMPLOYEE WHO HAS AT LEAST 150 ACCRUED AND UNUSED SICK LEAVE DAYS SHALL BE ELIGIBLE TO PARTICIPATE IN THE FOLLOWING SICK LEAVE BUY-BACK OPTION:

1. The employee may elect to accumulate any unused sick leave accrued during the school year; or

2. The employee may elect to cash in any unused sick leave accrued during the school year at the rate of one-forth (1/4) of the accrued but unused days multiplied by the employee's per diem rate for that school year. The maximum number of days that would be compensated in any year is 3 ¾ (1/4 x 15). Payment for these days shall be made at the last pay in June. Election of this option shall eliminate any accrued but unused sick leave days for that school year.

3. Each employee shall annually elect one of the options on a form provided at the end of Article 9. Forms shall be submitted to the Treasurer's office by June 1st each year.

I ELECT TO:

_____ Allow my sick days to accrue

_____ Buy back my accrued but unused sick leave days understanding that any accrued but unused sick leave days for this school year will be eliminated.

Signature _____ Date _____

Received in treasurer's office: Date _____ By _____

ARTICLE 10
VACATIONS/HOLIDAYS

10.01 Vacations

All full-time non-teaching employees working eleven or twelve months shall be entitled to vacation days after service of one calendar year with the Southington Board of Education. Vacations shall be taken annually from January 1 through December 31. Upon completion of his/her first calendar year of employment, an employee shall be allocated a fractional number of the ten minimum days proportionately equal to the number of days remaining between the end of his/her first calendar year of employment and the following January 1, said vacation days to be taken prior to that January 1. Vacations must be scheduled with the employee's supervisor at least four weeks in advance.

The following schedule shall be applicable for full-time employees, beginning January 1, 1992.

One year through six years	10 working days
Seven years through fourteen years	15 working days
Fifteen years or more	20 working days

Vacations are non-cumulative.

10.02 Holidays

All eleven (11) and twelve (12) month employees receive the following holidays:

New Years' Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

All nine (9) and ten (10) month employees receive the following holidays:

New Years' Day	Memorial Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day

ARTICLE 11
INSURANCE

Coverage through the Trumbull County Schools Employee Insurance Benefits Consortium will be made available as outlined in the following sections to all employees who work a minimum of thirty-two (32) regularly scheduled hours per week.

11.01 Major Medical and Hospitalization Insurance

A. Bargaining unit members hired on or before July 1, 2008, wanting health insurance coverage, including prescription drug coverage, will choose from the PPO plans offered by the Consortium. Such bargaining unit members choosing PPO-1 will contribute five (5%) percent of the monthly premium costs by payroll deduction. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-1, the employee shall pay five (5%) percent of the monthly premium costs by payroll deduction.

B. Bargaining unit members hired after July 1, 2008 desiring health insurance coverage, including prescription drug coverage, may choose either PPO-2 or PPO-3 offered by the Consortium. PPO-2 selection will require a 10% premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.

C. Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum of $2,500.00 annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. All administrative costs of the Section 125 Plan shall be paid by the Board. Election for this plan can be made only once per year in accord with the schedule in the Treasurer's office.

D. Eligible bargaining unit member selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the

Board to the maximum permitted by the individual PPO plans of the consortium.

E. Prescription drug coverage is included with each of the PPO coverages and may not be utilized separate from the PPO nor may the PPO coverage be utilized without the accompanying drug coverage of the specified plan.

F. Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which cost the spouse less than $100.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.

G. Eligible bargaining unit members who have a spouse who is both employed and eligible for coverage with another Consortium member district (or with Southington) shall either each obtain a single coverage policy from the employer of the employee with the earliest birth date in the year employed (i.e., the birthday rule). Neither spouse is eligible to participate in the "opt-out" provision listed below if both are covered by insurance through the Consortium.

H. Eligible bargaining unit members who chose to forego their right to coverage shall receive an "opt-out" benefit in the amount of twelve (12%) percent of the annual premium costs of the most expensive PPO alternative for which they were eligible semi annually, or monthly if annuitized in each year the coverage is declined. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the "opt-out". The "opt-out" payment for eligible bargaining unit members hired before July 1, 2008, for forgoing dental and/or vision insurance shall be the same as received during the 2007-2008 school year. Eligible bargaining unit members hired after July 1, 2008, shall be paid 12% of the dental and/or vision insurance premium cost if they choose to forego either or both coverages.

I. An eligible bargaining unit member who has declined the available coverages under this contract who suffers a "catastrophic change" (e.g. divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPO's for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any "opt-out" payments shall be reduced proportionately to the time that coverage is

thereafter extended; and if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.

J. If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing assessment questionnaires and/or participate in routine testing. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

K. All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.

L. The Board will provide a one (1) time only medical benefits stipend to employees taking health insurance by the second pay in October 2008 for members who were employed on 6/30/2008, $600 for those employees who have family coverage and $200 for those employees with single coverage.

11.02 Dental Insurance

The Board will provide single/family dental insurance for each eligible employee electing such coverage. The premium cost of such coverage under a plan selected by the Board for eligible employees hired prior to 01/01/2003 will be paid in full by the Board. The premium cost of such coverage under a plan selected by the Board for eligible employees hired on or after 01/01/2003 will be divided so that the Board will pay 90% of the cost of such dental insurance premium and the employee will pay 10% of such dental insurance premium.

11.03 Prescription Insurance

Eligible bargaining unit employees shall be provided with prescription drug insurance in accord with the applicable PPO option applicable to the employee.

11.04 Life Insurance

The Board will provide group term life for each employee in the amount of Thirty Thousand Dollars ($30,000). The premium cost will be paid by the Board.

11.05 Vision Insurance

The Board will provide single/family vision insurance for each eligible employee electing such coverage. The premium cost of such coverage under a plan selected by the Board for eligible employees hired prior to 01/01/2003 will be paid in full by the Board. The premium cost of such coverage under a plan selected by the Board for eligible employees hired on or after 01/01/2003 will be divided so that the Board will pay 90% of the cost of such vision insurance premium and the employee will pay 10% of such vision insurance premium.

11.06 Level of Coverage and Services

A. During the life of this agreement, if the plans currently in force are modified due to the Board's selection of a different insurance carrier, the levels of coverage and services provided shall not be less than those in effect under the Trumbull County Schools Insurance Consortium PPO as it existed on 07/01/2008.

B. The President of Local 673 shall be given a copy of any increase or decrease in any of the current insurance premiums affecting bargaining unit members. The president is to receive a copy of such changes within 30 working days of notification to the Board.

ARTICLE 12
SEVERANCE PAY/RETIREMENT PICK-UP

12.01 Severance Pay

A. A bargaining unit employee with at least ten (10) years of continuous service with the Board who elects to retire shall receive in one lump sum one-fourth (25%) of the value of their accrued and unused sick leave to a maximum of seventy-six and one-fourth (76-1/4) days.

B. The pay under Item A above shall be based on the employee's per diem rate of pay at the time of retirement, exclusive of any supplemental contracts, and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made.

C. Payment shall be made upon presentation of written evidence of approval of retirement eligibility from S.E.R.S. Such evidence must be submitted within six (6) months of the employee's last working day. Payment will be made within 60 days of submission of the required documentation.

D. Any classified employee who has applied to S.E.R.S. for benefits and who dies prior to his/her retirement shall have his/her severance pay benefits paid to the deceased employee's life insurance beneficiary.

12.02 Retirement Pick-Up

The Board will designate that mandatory contributions of all unit members to the School Employees Retirement System of Ohio designated as "picked-up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they will continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

ARTICLE 13
SENIORITY

13.01 Seniority is defined as the length of continuous service as an employee of the Southington Schools.

13.02 In the event of consolidation, merger, or coming together of more than one school system into the Southington Local School District, a good faith attempt shall be made by the Board to assist the present employees within our school system to retain their present seniority and positions.

13.03 The Administration shall make available to the Association a current seniority list of all bargaining unit employees, one each calendar year, by November 1.

13.04 Government program employees are not regular employees and shall not accumulate seniority.

13.05 A temporary vacancy of short duration (less than 30 days) that is not posted shall be offered to the employee with the most seniority from among the classification.

13.06 Temporary

Temporary employees do not accumulate seniority; are not considered regular employees subject to the terms of this contract; and work no more than ninety (90) work days in one classification in a one (1)-year period beginning with the initial assignment. After ninety (90) work days in one position, a temporary employee shall be issued a contract.

13.07 Substitutes

Substitute employees shall not accumulate seniority; are not considered as regular employees subject to the terms of this agreement; and are taking the place of regular employees who have rights of return to the school system.

Bargaining unit employees will be given the opportunity to substitute for positions in the food service, custodial, transportation, and playground aides classifications when another bargaining unit member in those classifications has a planned absence to exceed ten (10) work days and the bargaining unit member is familiar with and qualified to perform the work so long as the substitution does not result in work hours exceeding forty (40) in one (1) week.

ARTICLE 14
WORKER'S COMPENSATION

14.01 All employees covered under this Agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

14.02 An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Worker's Compensation.

14.03 The Board agrees to continue to provide and pay any premiums for medical insurance in effect on said employee at time of job related injury up to twelve (12) months.

ARTICLE 15
PROBATIONARY PERIOD

15.01 All new employees will receive an initial one-year contract. At the end of the one-year period the employee may be non-renewed without cause. If reemployed, the subsequent contract shall be for a period of two (2) years. At the end of this two-year period the employee may be non-renewed for cause only. If reemployed, the employee will receive a continuing contract.

ARTICLE 16
HEALTH AND SAFETY

16.01 It is the responsibility of every department to provide the safest working conditions, tools, equipment and work methods for its employees. The supervisor must attempt to correct unsafe conditions. 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 rules and safe working methods recommended for their safety.

16.02 The employer agrees to furnish such gear as may be necessary for safe operation and performance of duties.

16.03 The employer will furnish two (2) pairs of coveralls as needed, boxes of surgical gloves made available to all classified employees, and clean-up packets on all buses all year.

16.04 No employee(s) shall be required as part of a regularly scheduled shift to work alone in buildings when school is not in session after dark.

16.05 Each supervisor will meet monthly, with the meeting time to be mutually arranged to accommodate all classified employees within their job classifications. The union chapter president will be present at these meetings. It is expressly understood that the meetings provided for herein will be at no cost to the Board.

16.06 A form of two-way communication for afternoon employees will be made available to enable employees to reach each other in case of necessity.

All buses will be equipped with a method of communication with the school.

16.07 Hot Weather Hours

When the temperature is expected to exceed 90 degrees, employees scheduled to work shall be given the opportunity to report to work up to two (2) hours prior to their normal starting time, so as to finish prior to their normal quitting time.

Employees shall notify their supervisor prior to this section being implemented. This provision in and of itself shall not obligate the Board insofar as premium pay is concerned.

16.08 The Board shall provide and maintain an adequate supply of refrigerated drinking water in each building within easy access of all employees (Cafeteria, Bus Garage, Employees' Lounge). The Board agrees to fair and equal treatment of all employees and will continue to supply the members with bottled water as long as any other employee of the Board receive such water.

16.09 OAPSE bulletin boards can be placed, by the local, in the bus garage, cafeteria, and janitor's room.

ARTICLE 17
WAGES

17.01 All bargaining unit employees will be granted a two and one quarter percent (2.25%) wage increase for the 2008-2009 school year, a two percent (2%) wage increase for the 2009-2010 school year and for the 2010-2011 school year any increase shall be the same percent as certified personnel.

Each bargaining unit member shall receive a $260.00 signing bonus with the second pay of September 2008.

17.02 All job classifications for classified personnel shall contain ten (10) steps in each pay scale.

ARTICLE 18

PAY SCALES FOR INDIVIDUAL JOB CLASSIFICATIONS

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$11.49	0	$11.75	$19,928.00	$11.99	$20,335.04		
$11.63	1	$11.89	$20,165.44	$12.13	$20,572.48		
$11.79	2	$12.06	$20,453.76	$12.30	$20,860.80		
$11.96	3	$12.23	$20,742.08	$12.47	$21,149.12		
$12.13	4	$12.40	$21,030.40	$12.65	$21,454.40		
$12.29	5	$12.57	$21,318.72	$12.82	$21,742.72		
$12.47	6	$12.75	$21,624.00	$13.01	$22,064.96		
$12.60	7	$12.88	$21,844.48	$13.14	$22,285.44		
$12.79	8	$13.08	$22,183.68	$13.34	$22,624.64		
$12.94	9	$13.23	$22,438.08	$13.49	$22,879.04		
$13.12	10	$13.42	$22,760.32	$13.69	$23,218.24		

Secretary

Days/Year: 212 (Inc. 8 Holidays)
Hours/Day: 8
Hours/Year: 1696
Pay Distribution: 23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member): Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$11.82	0	$12.09	$20,504.64	$12.33	$20,911.68		
$11.96	1	$12.23	$20,742.08	$12.47	$21,149.12		
$12.14	2	$12.41	$21,047.36	$12.66	$21,471.36		
$12.29	3	$12.57	$21,318.72	$12.82	$21,742.72		
$12.47	4	$12.75	$21,624.00	$13.01	$22,064.96		
$12.63	5	$12.91	$21,895.36	$13.17	$22,336.32		
$12.80	6	$13.09	$22,200.64	$13.35	$22,641.60		
$12.93	7	$13.22	$22,421.12	$13.48	$22,862.08		
$13.12	8	$13.42	$22,760.32	$13.69	$23,218.24		
$13.30	9	$13.60	$23,065.60	$13.87	$23,523.52		
$13.45	10	$13.75	$23,320.00	$14.03	$23,794.88		

Secretary/Computer Operator

Days/Year: 212 (Inc. 8 Holidays)
Hours/Day: 8
Hours/Year: 1696
Pay Distribution: 23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member): Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$10.82	0	$11.06	$4,114.32	$11.28	$4,196.16		
$10.87	1	$11.11	$4,132.92	$11.33	$4,214.76		
$10.95	2	$11.20	$4,166.40	$11.42	$4,248.24		
$11.05	3	$11.30	$4,203.60	$11.53	$4,289.16		
$11.15	4	$11.40	$4,240.80	$11.63	$4,326.36		
$11.22	5	$11.47	$4,266.84	$11.70	$4,352.40		
$11.28	6	$11.53	$4,289.16	$11.76	$4,374.72		
$11.34	7	$11.60	$4,315.20	$11.83	$4,400.76		
$11.45	8	$11.71	$4,356.12	$11.94	$4,441.68		
$11.52	9	$11.78	$4,382.16	$12.02	$4,471.44		
$11.59	10	$11.85	$4,408.20	$12.09	$4,497.48		

Playground Aide

Days/Year:	186 (Inc. 8 Holidays)
Hours/Day:	2
Hours/Year:	372
Pay Distribution:	23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member):	Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$10.87	0	$11.11	$7,310.38	$11.33	$7,455.14		
$10.95	1	$11.20	$7,369.60	$11.42	$7,514.36		
$11.05	2	$11.30	$7,435.40	$11.53	$7,586.74		
$11.15	3	$11.40	$7,501.20	$11.63	$7,652.54		
$11.22	4	$11.47	$7,547.26	$11.70	$7,698.60		
$11.28	5	$11.53	$7,586.74	$11.76	$7,738.08		
$11.37	6	$11.63	$7,652.54	$11.86	$7,803.88		
$11.54	7	$11.80	$7,764.40	$12.04	$7,922.32		
$11.68	8	$11.94	$7,856.52	$12.18	$8,014.44		
$11.83	9	$12.10	$7,961.80	$12.34	$8,119.72		
$11.97	10	$12.24	$8,053.92	$12.48	$8,211.84		

Cashier

Days/Year:	188 (Inc. 8 Holidays)
Hours/Day:	3.5
Hours/Year:	658
Pay Distribution:	23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member):	Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$10.87	0	$11.11	$10,443.40	$11.33	$10,650.20		
$11.05	1	$11.30	$10,622.00	$11.53	$10,838.20		
$11.22	2	$11.47	$10,781.80	$11.70	$10,998.00		
$11.36	3	$11.62	$10,922.80	$11.85	$11,139.00		
$11.55	4	$11.81	$11,101.40	$12.05	$11,327.00		
$11.70	5	$11.96	$11,242.40	$12.20	$11,468.00		
$11.89	6	$12.16	$11,430.40	$12.40	$11,656.00		
$12.03	7	$12.30	$11,562.00	$12.55	$11,797.00		
$12.19	8	$12.46	$11,712.40	$12.71	$11,947.40		
$12.34	9	$12.62	$11,862.80	$12.87	$12,097.80		
$12.52	10	$12.80	$12,032.00	$13.06	$12,276.40		

Cook

Days/Year:	188 (Inc. 8 Holidays)
Hours/Day:	5
Hours/Year:	940
Pay Distribution:	23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member):	Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$10.95	0	$11.20	$10,528.00	$11.42	$10,734.80		
$11.14	1	$11.39	$10,706.60	$11.62	$10,922.80		
$11.28	2	$11.53	$10,838.20	$11.76	$11,054.40		
$11.48	3	$11.74	$11,035.60	$11.97	$11,251.80		
$11.63	4	$11.89	$11,176.60	$12.13	$11,402.20		
$11.78	5	$12.05	$11,327.00	$12.29	$11,552.60		
$11.96	6	$12.23	$11,496.20	$12.47	$11,721.80		
$12.13	7	$12.40	$11,656.00	$12.65	$11,891.00		
$12.27	8	$12.55	$11,797.00	$12.80	$12,032.00		
$12.45	9	$12.73	$11,966.20	$12.98	$12,201.20		
$12.59	10	$12.87	$12,097.80	$13.13	$12,342.20		

Ass't Head Cook

Days/Year:	188 (Inc. 8 Holidays)
Hours/Day:	5
Hours/Year:	940
Pay Distribution:	23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member):	Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$13.26	0	$13.56	$28,204.80	$13.83	$28,766.40		
$13.40	1	$13.70	$28,496.00	$13.97	$29,057.60		
$13.59	2	$13.90	$28,912.00	$14.18	$29,494.40		
$13.75	3	$14.06	$29,244.80	$14.34	$29,827.20		
$13.91	4	$14.22	$29,577.60	$14.50	$30,160.00		
$14.06	5	$14.38	$29,910.40	$14.67	$30,513.60		
$14.25	6	$14.57	$30,305.60	$14.86	$30,908.80		
$14.38	7	$14.70	$30,576.00	$14.99	$31,179.20		
$14.58	8	$14.91	$31,012.80	$15.21	$31,636.80		
$14.73	9	$15.06	$31,324.80	$15.36	$31,948.80		
$14.87	10	$15.20	$31,616.00	$15.50	$32,240.00		

Vehicle Mechanic

Days/Year: 260 (Inc. 11 Holidays)
Hours/Day: 8
Hours/Year: 2080
Pay Distribution: 26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member): Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$12.45	0	$12.73	$9,471.12	$12.98	$9,657.12		
$12.59	1	$12.87	$9,575.28	$13.13	$9,768.72		
$12.75	2	$13.04	$9,701.76	$13.30	$9,895.20		
$12.90	3	$13.19	$9,813.36	$13.45	$10,006.80		
$13.06	4	$13.35	$9,932.40	$13.62	$10,133.28		
$13.19	5	$13.49	$10,036.56	$13.76	$10,237.44		
$13.34	6	$13.64	$10,148.16	$13.91	$10,349.04		
$13.50	7	$13.80	$10,267.20	$14.08	$10,475.52		
$13.64	8	$13.95	$10,378.80	$14.23	$10,587.12		
$13.80	9	$14.11	$10,497.84	$14.39	$10,706.16		
$13.93	10	$14.24	$10,594.56	$14.52	$10,802.88		

Bus Driver

Days/Year: 186 (Inc. 8 Holidays)
Hours/Day: 4
Hours/Year: 744
Pay Distribution: 23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member): Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$12.18	0	$12.45	$25,896.00	$12.70	$26,416.00		
$12.36	1	$12.64	$26,291.20	$12.89	$26,811.20		
$12.50	2	$12.78	$26,582.40	$13.04	$27,123.20		
$12.65	3	$12.93	$26,894.40	$13.19	$27,435.20		
$12.86	4	$13.15	$27,352.00	$13.41	$27,892.80		
$12.99	5	$13.28	$27,622.40	$13.55	$28,184.00		
$13.17	6	$13.47	$28,017.60	$13.74	$28,579.20		
$13.33	7	$13.63	$28,350.40	$13.90	$28,912.00		
$13.50	8	$13.80	$28,704.00	$14.08	$29,286.40		
$13.65	9	$13.96	$29,036.80	$14.24	$29,619.20		
$13.82	10	$14.13	$29,390.40	$14.41	$29,972.80		

Custodian

Days/Year: 260 (Inc. 11 Holidays)
Hours/Day: 8
Hours/Year: 2080
Pay Distribution: 26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member): Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$12.52	0	$12.80	$26,624.00	$13.06	$27,164.80		
$12.66	1	$12.94	$26,915.20	$13.20	$27,456.00		
$12.82	2	$13.11	$27,268.80	$13.37	$27,809.60		
$12.99	3	$13.28	$27,622.40	$13.55	$28,184.00		
$13.17	4	$13.47	$28,017.60	$13.74	$28,579.20		
$13.33	5	$13.63	$28,350.40	$13.90	$28,912.00		
$13.50	6	$13.80	$28,704.00	$14.08	$29,286.40		
$13.67	7	$13.98	$29,078.40	$14.26	$29,660.80		
$13.86	8	$14.17	$29,473.60	$14.45	$30,056.00		
$13.98	9	$14.29	$29,723.20	$14.58	$30,326.40		
$14.19	10	$14.51	$30,180.80	$14.80	$30,784.00		

Head Custodian

Days/Year: 260 (Inc. 11 Holidays)
Hours/Day: 8
Hours/Year: 2080
Pay Distribution: 26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member): Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$12.18	0	$12.45	$4,631.40	$12.70	$4,724.40		
$12.36	1	$12.64	$4,702.08	$12.89	$4,795.08		
$12.50	2	$12.78	$4,754.16	$13.04	$4,850.88		
$12.65	3	$12.93	$4,809.96	$13.19	$4,906.68		
$12.86	4	$13.15	$4,891.80	$13.41	$4,988.52		
$12.99	5	$13.28	$4,940.16	$13.55	$5,040.60		
$13.17	6	$13.47	$5,010.84	$13.74	$5,111.28		
$13.33	7	$13.63	$5,070.36	$13.90	$5,170.80		
$13.50	8	$13.80	$5,133.60	$14.08	$5,237.76		
$13.65	9	$13.96	$5,193.12	$14.24	$5,297.28		
$13.82	10	$14.13	$5,256.36	$14.41	$5,360.52		

Custodian - Part-time

Days/Year:	186 (Inc. 8 Holidays)
Hours/Day:	2
Hours/Year:	372
Pay Distribution:	23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member):	Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$10.82	0	$11.06	$12,475.68	$11.28	$12,723.84		
$10.95	1	$11.20	$12,633.60	$11.42	$12,881.76		
$11.15	2	$11.40	$12,859.20	$11.63	$13,118.64		
$11.28	3	$11.53	$13,005.84	$11.76	$13,265.28		
$11.48	4	$11.74	$13,242.72	$11.97	$13,502.16		
$11.63	5	$11.89	$13,411.92	$12.13	$13,682.64		
$11.78	6	$12.05	$13,592.40	$12.29	$13,863.12		
$11.94	7	$12.21	$13,772.88	$12.45	$14,043.60		
$12.12	8	$12.39	$13,975.92	$12.64	$14,257.92		
$12.27	9	$12.55	$14,156.40	$12.80	$14,438.40		
$12.45	10	$12.73	$14,359.44	$12.98	$14,641.44		

Educational Aide

Days/Year: 188 (Inc. 8 Holidays)
Hours/Day: 6
Hours/Year: 1128
Pay Distribution: 23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member): Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$10.82	0	$11.06	$8,317.12	$11.28	$8,482.56		
$10.87	1	$11.11	$8,354.72	$11.33	$8,520.16		
$10.95	2	$11.20	$8,422.40	$11.42	$8,587.84		
$11.05	3	$11.30	$8,497.60	$11.53	$8,670.56		
$11.15	4	$11.40	$8,572.80	$11.63	$8,745.76		
$11.22	5	$11.47	$8,625.44	$11.70	$8,798.40		
$11.28	6	$11.53	$8,670.56	$11.76	$8,843.52		
$11.35	7	$11.61	$8,730.72	$11.84	$8,903.68		
$11.48	8	$11.74	$8,828.48	$11.97	$9,001.44		
$11.56	9	$11.82	$8,888.64	$12.06	$9,069.12		
$11.65	10	$11.91	$8,956.32	$12.15	$9,136.80		

Dishwasher

Days/Year: 188 (Inc. 8 Holidays)
Hours/Day: 4
Hours/Year: 752
Pay Distribution: 23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member): Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$10.87	0	$11.11	$6,266.04	$11.33	$6,390.12		
$11.05	1	$11.30	$6,373.20	$11.53	$6,502.92		
$11.22	2	$11.47	$6,469.08	$11.70	$6,598.80		
$11.36	3	$11.62	$6,553.68	$11.85	$6,683.40		
$11.55	4	$11.81	$6,660.84	$12.05	$6,796.20		
$11.70	5	$11.96	$6,745.44	$12.20	$6,880.80		
$11.89	6	$12.16	$6,858.24	$12.40	$6,993.60		
$12.03	7	$12.30	$6,937.20	$12.55	$7,078.20		
$12.19	8	$12.46	$7,027.44	$12.71	$7,168.44		
$12.34	9	$12.62	$7,117.68	$12.87	$7,258.68		
$12.52	10	$12.80	$7,219.20	$13.06	$7,365.84		

Cook

Days/Year:	188 (Inc. 8 Holidays)
Hours/Day:	3
Hours/Year:	564
Pay Distribution:	23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member):	Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$10.82	0	$11.06	$14,554.96	$11.28	$14,844.48		
$10.95	1	$11.20	$14,739.20	$11.42	$15,028.72		
$11.15	2	$11.40	$15,002.40	$11.63	$15,305.08		
$11.28	3	$11.53	$15,173.48	$11.76	$15,476.16		
$11.48	4	$11.74	$15,449.84	$11.97	$15,752.52		
$11.63	5	$11.89	$15,647.24	$12.13	$15,963.08		
$11.78	6	$12.05	$15,857.80	$12.29	$16,173.64		
$11.94	7	$12.21	$16,068.36	$12.45	$16,384.20		
$12.12	8	$12.39	$16,305.24	$12.64	$16,634.24		
$12.27	9	$12.55	$16,515.80	$12.80	$16,844.80		
$12.45	10	$12.73	$16,752.68	$12.98	$17,081.68		

Educational Aide

Days/Year:	188 (Inc. 8 Holidays)
Hours/Day:	7
Hours/Year:	1316
Pay Distribution:	23/26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member):	Step 0

SOUTHINGTON LOCAL SCHOOLS

		2008 - 2009		2009 - 2010		2010 - 2011	
2007-2008 Hourly	Steps	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
						to be determined	
$12.18	0	$12.45	$12,948.00	$12.70	$13,208.00		
$12.36	1	$12.64	$13,145.60	$12.89	$13,405.60		
$12.50	2	$12.78	$13,291.20	$13.04	$13,561.60		
$12.65	3	$12.93	$13,447.20	$13.19	$13,717.60		
$12.86	4	$13.15	$13,676.00	$13.41	$13,946.40		
$12.99	5	$13.28	$13,811.20	$13.55	$14,092.00		
$13.17	6	$13.47	$14,008.80	$13.74	$14,289.60		
$13.33	7	$13.63	$14,175.20	$13.90	$14,456.00		
$13.50	8	$13.80	$14,352.00	$14.08	$14,643.20		
$13.65	9	$13.96	$14,518.40	$14.24	$14,809.60		
$13.82	10	$14.13	$14,695.20	$14.41	$14,986.40		

Custodian

Days/Year:	260 (Inc. 11 Holidays)
Hours/Day:	4
Hours/Year:	1040
Pay Distribution:	26 Pays Bi-weekly
Sub Rate (Bargaining Unit Member):	Step 0

ARTICLE 19
FURTHER TERMS OF AGREEMENT

19.01 Maintenance of Standards

During the duration of this Contract, the Association and its members shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective date of this Contract.

19.02 Labor/Management Committee

A labor/management committee shall be established with the first meeting scheduled by September 30, 2001. At the first meeting, ground rules shall be established for future meetings.

19.03 Project Review Committee

The parties recognize that community support of schools is enhanced by community involvement. Proposed volunteer projects to be undertaken by members of the local community shall be presented to the labor/management committee for review prior to commencement. The committee shall discuss the project and it's ramifications for employees of the District and the welfare of the students. Labor/management committee shall provide comments, recommendations, and/or suggestions to the Superintendent for his consideration on the project. So long as the volunteer project, however, will not result in a reduction in the contractual hours or days of bargaining unit members nor cause a reduction in force, the decision on whether to permit the project will be left to the discretion of the Board.

19.04 Contrary to Law

If any provision or application of this Agreement is determined by a Court of competent jurisdiction, by an act of the Federal and/or State Legislature, regulations or orders issued by Federal or State authorities, or by mutual agreement of the parties, that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association or the Board on that provision to obtain a workable provision within the established legal structure.

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19.05 Reimburse Cost of BCI/FBI Check

The Board will reimburse up to $60.00 for the cost of the required BCI/FBI criminal records check for each bargaining unit member who receives a clean or passing background check. The reimbursement will occur only once during the Contract term.

19.06 Length of Contract

This terms of this contract shall become effective as approval and signing by both sides and expire at 12:00 Midnight on June 30, 2011.

BOARD OF EDUCATION		OAPSE/AFSCME	
Mrs. M. Wolke		Valerie St Clair	11-25-08
President	Date	President, OAPSE 673	Date
Patricia L. Anderson	11/13/08	Wendy Tietz	12-1-08
Vice President	Date	Vice President, OAPSE 673	Date
Frank Danson	11-18-08	Ronald F. Kentt	12-1-08
Spokesperson	Date	Field Representative	Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 1st day of July, 2008 between the Southington Local School District Board of Education (hereafter "Board") and the Ohio Association of Public School Employees/AFSCME Local 4 and OAPSE Local 673 (hereafter "Union").

WHEREAS, during negotiations for the current Collective Bargaining Agreement effective July 1, 2008, through June 30, 2011, the parties agreed to new major medical and hospitalization insurance language but wish to except and "grandfather" two (2) specific employees who previously were eligible for and had health insurance coverage through the District bargaining unit agreement, but who are not regularly scheduled for thirty-two (32) hours of work per week as required by the Collective Bargaining Agreement while comporting with the requirements of the Trumbull County Schools Employees Insurance Benefit Consortium that all member employees pay at least five percent (5%) of the cost of such insurance; and,

WHEREAS, the parties also wish to memorialize protection for two (2) educational aides who currently are regularly scheduled to work and do work more than the hours provided in the contract for educational aides on a daily basis while recognizing that the Board does not wish to increase the actual contract requirements but simply recognize and agree with the Union to protect the hours currently scheduled and worked by these two (2) employees, it is therefore agreed as follows:

1. Employee Bonnie Davis and Employee Darlene Moore were previously grandfathered under the parties; Collective Bargaining Agreement so that they could continue to receive health insurance coverage even though they each were regularly scheduled to work less than thirty (30) hours per week and the parties hereby agree to continue this special eligibility for these two employees only under the newly negotiated agreement.
2. Bonnie Davis and Darlene Moore will each, however, contribute five percent (5%) to the monthly premium cost just as other employees hired prior to July 1, 2008, who work thirty (30) or more hours per week must now contribute.
3. This special status applies to the two individuals, Bonnie Davis and Darlene Moore, and not to the positions they occupy; if for any reason either employee should terminate employment with the Board or take positions working fewer hours per week, persons occupying their positions shall not be entitled to major medical and hospitalization insurance coverage unless they are regularly scheduled to work thirty (30) or more hours per week and then will also have to contribute to their health insurance in accord with the Collective Bargaining Agreement in place at the time of such hiring.
4. This special status applies only to the eligibility and contribution to health insurance; in all other regards, these two (2) employees are subject to all of the other applicable provisions of the Collective Bargaining Agreement as well as the policies and administrative guidelines of the Board in the same fashion as any other employee. In other works, they are subject to the same

disciplinary rules, the same layoff rules and effects, etc., as any other bargaining unit member with their particular seniority and job classifications.

5. Similarly, the parties have agreed that the regularly scheduled work hours for educational aides per the contract is six (6) hours per day but specifically recognize that the two (2) employees currently working as educational aides are currently scheduled for more hours than six (6) hours per day and that they shall continue to work those additional hours but the special status applies only to these individual employees so that if they were to leave the employ of the Board or accept a different position, any person hired to replace them would be subject to the hours set forth in the negotiated agreement and not be entitled to the number of hours being worked by these two current educational aides.
6. It is understood that the terms of this agreement arise out of a unique bargaining situation, that it is not intended to be discriminatory in any fashion, and is a specific exception recognized by both parties to Section 6.03 (p.20 of the negotiated agreement); the parties recognize and agree that no other bargaining unit member may grieve in connection with the terms of this Memorandum and the Union shall not prosecute any such grievance by any other bargaining unit member regarding the terms set forth herein.

WHEREFORE, the parties by their duly authorized representatives have set their signature to this document as evidence of their understanding of the terms of this agreement and their voluntary agreement to be bound hereby.

FOR THE ASSOCIATION:

_____

FOR THE BOARD:

BY: _____
FRANK DANSO,
SUPERINTENDENT