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STATE EMPLOYMENT
RELATIONS BOARD

MEMORANDUM OF UNDERSTANDING

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**Between the
Board of Education of the Avon Lake City Schools
and the
Ohio Association of Public School Employees
Local 326, AFSCME, AFL-CIO**

July 1, 2009 through June 30, 2012

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into by and between the Avon Lake Board of Education (hereafter referred to as the *Board*) and the Ohio Association of Public School Employees/AFSCME/AFL-CIO and its affiliate Local #326 (hereafter referred to as the *Association*).

ARTICLE 1

EFFECTIVE DATE AND DURATION

This agreement is effective July 1, 2009 through and including June 30, 2012. This agreement shall reopen on the subject of wages prior to June 30, 2010.

ARTICLE 2

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative of members of the bargaining unit.
- B. The bargaining unit shall consist of all full-time and regular part-time employees in the following classification series, regularly assigned to a work schedule: food service, drivers, mechanics, aides, custodial, maintenance, noon supervisors, office assistants, monitors and technicians (audio visual, copy center).

Excluded from the bargaining unit are the following non-teaching employees: Business Manager, treasurer, business supervisor, supervisor of custodial and maintenance operations, supervisor of transportation, head bus mechanic, all personnel assigned to the business office, all secretaries, all substitute employees, and all supervisory, temporary, casual, seasonal, confidential or management level positions, as defined in O.R.C. 4117.01.

Challenges to the Association's status as exclusive representative shall be conducted in accordance with O.R.C. 4117.05.

- C.
 - 1. Non-teaching personnel shall have the right to join or refrain from joining the Association.
 - 2. Membership in the Association shall be mandatory according to Article 18 H, or the bargaining unit member shall be subject to a fair share fee.
 - 3. There shall be no discrimination based upon membership or non-membership in the Association.

ARTICLE 3

NEGOTIATIONS PROCEDURE

- A. The negotiations teams shall be composed of five (5) members of each party to the negotiations.

During the course of negotiations either party may, by mutual consent of both parties, designate a consultant to meet and discuss items which have been submitted for negotiations. The utilization of a consultant must be approved by both parties at the conclusion of each negotiations session for the next succeeding meeting.

- B. Necessary clerical assistance may be provided if either party so requests. The cost for the clerical assistance will be shared equally by the Board and the Association.

- C. All meetings shall be mutually scheduled. The date, time, and place for the next meeting will be established before adjournment of each meeting.

Either party may recess for caucuses of reasonable length at any time.

- D. During the period of negotiations, interim reports of progress may be made to the parties by their respective constituents. If requested, copies of initial proposals may be made available to the public. Any person requesting proposals shall only be provided with both the Association and the Board initial proposals. Any further release of information to the media or the public shall take the form of written statements approved by the spokesperson for each party. All negotiations shall be conducted in executive session.
- E. Except by agreement of the representatives of the Board and the Association, meetings shall begin no earlier than 120 days and not later than 60 days prior to the date of expiration of the agreement, and shall be concluded no later than 45 days prior to the agreement expiration date. The conclusion date may be extended by the Board and Association representatives.
- F. All issues for negotiations by the Association shall be submitted, in writing, at the first meeting and the Board shall submit in writing to the employees' organization all of its issues for negotiations no later than the second meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed by both parties.

Only those items which constitute the agenda for collective negotiations may be submitted for subsequent mediation.

- G. Negotiations will be completed within forty-five (45) calendar days from the date of the initial meeting unless extended by mutual agreement.
- H. During the course of negotiations, items agreed to shall be reduced to writing and initialed by representatives of each negotiating team. It is understood that such signing or initialing shall be tentative only, subject always to further developments in negotiations on other matters and/or to final agreement on all proposals.
- I. Final agreement reached through negotiation shall be reduced to writing and submitted to the bargaining unit for approval, and all of the Association negotiators shall recommend and urge approval. Upon approval by the bargaining unit, the agreement shall be submitted to the Board for approval, and all the Board's negotiators shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as the policy of the Board.
- J. If the agreement is not reached by forty-five (45) days prior to the expiration of this agreement, either party may request that the Federal Mediation Conciliation Service (hereinafter *FMCS*) provide a mediator to assist the parties. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The Mediator has no authority to recommend or to bind either party to any agreements. The negotiating procedure set forth in this article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation constitutes the parties mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the

settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This article does not diminish or preclude the Association's rights under O.R.C. 4117.14(d)(2).

**ARTICLE 4
CONFLICT WITH LAW OR REGULATIONS**

If any provision of this document, or any application of the provisions of this document to any person(s) or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provision, application or agreement shall be inoperative, but the remaining provisions hereof shall continue in effect.

**ARTICLE 5
NO STRIKE CLAUSE**

For the duration of this Memorandum of Understanding, neither the Association nor any of its members shall withhold services or engage in any strike, slowdown or interruption of normal school activities.

**ARTICLE 6
ENTIRE AGREEMENT CLAUSE**

This Memorandum of Understanding represents the full understanding between the parties and replaces all agreements, verbal or written, or based on alleged past practices between the Board and the Association. Neither the Board nor the Association shall be obligated to negotiate with respect to any subject or matter until negotiations for a new Memorandum are commenced in accordance with Article 3. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

**ARTICLE 7
GRIEVANCE PROCEDURE**

A. Definitions

1. A *grievance* is defined as an alleged violation of a specific article or section of this Memorandum of Understanding; or the discipline or discharge of any non-probationary employee without just cause. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance, but such grievance shall be submitted to the following grievance procedure.
2. *Grievant* is defined as an employee, group of employees or the Association initiating a grievance.

B. Initiation of a Grievance

1. Employees shall first discuss their grievances with the proper members of the administrative staff, with full assurance that such discussion shall in no way prejudice their status with the school system.
2. The employee has the option of inviting a colleague to be with him at the time he/she discusses the grievance with an administrator at Level One and an Association Representative at Levels Two, Three and Four. The administrator has the option of inviting a colleague to be present when the grievance is discussed.

3. If a grievance cannot be resolved through informal means, the grievant shall follow the steps below to effect a satisfactory solution to a grievance.
4. No grievance shall be recognized by the Board or its designees unless it was presented at Level One within fifteen (15) calendar days after the aggrieved person knew or should have known of the event upon which it is based. If not so presented, the grievance shall be considered waived.
5. The time limits may be extended in writing, by mutual agreement between the administration and the grievant.

- C. Level One: The employee shall obtain and complete a Level One grievance form and forward to the Business Manager or Building Principal.

The Business Manager or Building Principal will meet with the grievant within seven (7) calendar days of being requested to meet.

The Business Manager or Building Principal will render their decision to the grievance in writing within seven (7) days after meeting with the grievant.

- D. Level Two: In the event the grievance is not satisfactorily resolved at Level One, grievant shall obtain and complete a Level Two grievance form and forward to the Superintendent within seven (7) calendar days of receipt of the decision of the Business Manager or Building Principal.

The Superintendent or his/her designee will meet with the grievant within seven (7) calendar days of being requested to meet.

The Superintendent or his/her designee will render a decision to the grievant in writing within seven (7) calendar days after meeting with the grievant.

- E. Level Three:

1. In the event a grievance is not satisfactorily resolved at Level Two, the grievant may file with the Superintendent a letter setting forth the nature of his/her grievance and his/her basis for appeal from the decision of the Superintendent. Such application must be made within seven (7) school days of the date that the Superintendent rendered his/her decision.
2. If the grievance has not been satisfactorily resolved at the Superintendent's level, the grievant may, within five (5) working days, request mediation. The parties thereafter submit a joint request to the Federal Mediation and Conciliation Service for the appointment of a mediator. Every effort will be made to complete grievance mediation within thirty (30) days of submission of this request.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in the case.

5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
 6. If the grievance is not resolved and is subsequently moved to arbitration, such proceedings shall be *de novo*. Nothing said or done by the parties or the mediator during the grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during the arbitration.
 7. All grievance mediation proceedings shall be conducted in accordance with the rules of the American Arbitration Association governing such grievance mediation process.
- F. Level Four: In the event the grievant is not satisfied with the disposition of the grievance in Level Three, the Association may request arbitration by filing written notice of such request with the Superintendent and not later than fifteen (15) calendar days from the date that the written disposition was given or should have been given in Level Three.

Within seven (7) calendar days after receipt of notice of appeal to Level Four, the Association and the Superintendent or his designee, shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator can be selected by the alternate strike method. A second list of seven (7) names may be requested by either party. A toss of the coin shall determine who strikes first.

The arbitrator shall hold the necessary hearing and issue a decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the grievant, the Association and the Board. Neither the grievance nor any issue(s) raised therein shall be the subject of further proceedings before the Avon Lake Municipal Civil Service Commission.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Memorandum of Understanding, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. 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 declarations of opinion which are not directly essential in reaching his/her decision.

Except as expressly limited by this Memorandum, the arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Memorandum of Understanding or contrary to law. In prescribing relief, the arbitrator may not usurp the legal authority vested by statute in the Board or the Superintendent. The arbitrator shall rule on any question pertaining to whether he/she has the legal or contractual authority to grant the relief sought if requested to do so by either party.

The arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing side of the arbitration. The arbitrator will be requested to specify who is the loser (the employee, the Association or the Board).

It is specifically agreed by the Association and the Board that this grievance procedure shall be the sole remedy for a bargaining unit member who alleges a violation of the terms of this Agreement and shall prevail over Civil Service laws. Accordingly, the parties agree that neither the Avon Lake Civil Service Commission nor the State Personnel Board of Review shall have jurisdiction to hear appeals relating to matters which are appropriately subject to resolution through this grievance procedure, including specifically discipline and discharge of any non-probationary employee.

G. General Conditions

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend without unduly disrupting work in the district.
2. Nothing contained in this procedure shall be construed as limiting the individual right of an employee, having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
3. In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred thereafter in such proceeding.

H. Time Limitations

1. The time limitations set forth in the grievance procedure are considered to be maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board and of the union.
2. If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step and further appeal shall be barred.
3. Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

**ARTICLE 8
BOARD OF EDUCATION RIGHTS**

The Board hereby retains and reserves all powers, rights, authority, duties and responsibilities of management as set forth in O.R.C. 4117.08, and such rights are expressly incorporated herein by reference. The above powers shall be limited only by the specific and express terms of this Memorandum.

**ARTICLE 9
JOB DESCRIPTIONS**

An ad hoc committee will be named (3 by Association President, 3 by Board) to revise all bargaining unit job descriptions and to make recommendations to the Board.

**ARTICLE 10
PERSONNEL FILE**

The confidential personnel file of each employee shall be maintained in the Central Office and administered in compliance with Chapter 1347 of the Ohio Revised Code.

No material that is critical of an employee's service, conduct, character or personality shall be placed in the file, unless the employee has had an opportunity to read such material.

The employee shall acknowledge having read the material by putting his/her name and the date when read on it. The signature indicates only that the employee has read the material, not that he/she is in agreement with its content. If the employee refuses to so acknowledge the reading, this fact shall be noted on the record along with the date of the reading.

The employee has the right to respond to any material filed and to have this response attached to the file copy.

Upon request, the employee shall be permitted with fifteen (15) days to examine his/her file and to reproduce any material in it.

When the Board determines to discipline an employee, the employee should be notified of the disciplinary action in person if feasible. If school is not in session or if the employee is absent from work, the employee may be notified of the disciplinary action by U.S. certified mail to the employee's last known address.

**ARTICLE 11
BACKGROUND INVESTIGATIONS**

- A. All employees whose job responsibilities involve the care, custody and control of students shall be conditionally employed until the Board receives a criminal records check from the Bureau of Criminal Identification and Investigation. If the criminal records check indicates the individual does not qualify for employment as defined by Ohio Revised Code 3319.39, the individual shall be informed that his/her conditional employment is terminated.
- B. The individual may request to meet with the Business Manager/designee to discuss the individual's release from conditional employment. No individual released from conditional employment under this Section, nor the Association on the individual's behalf, shall have the right to bring a grievance or request arbitration.
- C. The Board of Education shall reimburse any employee for the renewal of any fee required by the State of Ohio to complete a FBI/BCI Background Check. Employees must provide a receipt or written proof that they took the test to the Board in order to be reimbursed. Once the request is approved, the employee shall receive a separate check for the reimbursement of the fees during the next pay period.

**ARTICLE 12
DRUG FREE SCHOOLS**

No employee shall unlawfully possess, be under the influence or use or distribute illicit drugs or alcohol on school premises or at any place where school activities are held.

Employees who must hold CDL's to perform their job duties will be subject to pre-employment, return to duty and random drug and alcohol testing, in accordance with the Omnibus Transportation Employer Testing Act and applicable regulations.

In addition, the Board reserves the right to require any on duty employee to undergo medical testing for alcohol/drug use if it has reasonable suspicion to believe, based on specific contemporaneous and articulable observation of two (2) qualified supervisors, that the employee is under the influence of alcohol/drugs while on duty or has used such substances on Board property, or if the employee is involved in a work-related accident resulting in physical injury or injury to property. Supervisors and a union representative will receive formal training.

The types of tests that may be used include breathalyzer and urinalysis. No medical test will be administered without the written consent and release of the employee. A refusal to submit a written consent to medical testing under the conditions outlined in this Article or a confirmed positive test result may result in disciplinary action, in accordance with the terms of this Agreement, including suspension without pay or termination subject to any appeals under the grievance procedure in Article VII. The employee may also be required to participate in a rehabilitation program monitored by the Board. Employees may seek referral to the Employee Assistance Program and may use sick, personal or vacation time to attend such programs.

All laboratories selected to conduct the analysis, including the Board's primary contractor, and any lab used for confirming tests, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. Positive results will be reviewed by a physician (medical review officer), who will offer to discuss results with the employee prior to issuing the finding to the Employer.

Employees taken to testing will be paid at their regular rate for all travel time and all hours required at the testing site.

The local union will be notified if any bargaining unit member is charged with being "under the influence," and may accompany the employee to testing if requested by the employee.

"Under the influence" means that the employee has alcohol or drugs in his/her system and is affected by such alcohol or drug in a detectable manner resulting in impaired performance of job duties and responsibilities.

**ARTICLE 13
MANDATORY STAFF MEETINGS**

All employees who are required to attend staff meetings beyond their normal work day will be compensated at straight time rate. These meetings must be approved or called by the appropriate administrator.

ARTICLE 14
FAMILY AND MEDICAL LEAVE OF ABSENCE

A. CONSTRUCTION

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act.

B. ELIGIBILITY

1. An eligible employee may take up to twelve (12) consecutive work weeks of unpaid leave (FMLA Leave) in any school year for one or more of the following circumstances:
 - a. the birth of an employee's child and to care for the child;
 - b. the placement of a child with an employee for adoption or foster care;
 - c. to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
 - d. the employee's inability to perform the functions of the position because of the employee's own serious health condition.
2. To be eligible for FMLA Leave, employees must:
 - a. have been working for the Board for at least 12 months before the leave request (these do not need to be consecutive months); and
 - b. have worked at least 1,250 hours during the last twelve (12) months. Full time employees employed for at least 12 months are presumed to meet this requirement.
3. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.
4. This Policy does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the negotiated agreement. However, if an employee is entitled to and takes paid sick leave for any of the circumstances set forth in Section (A)(1) above, the leave will be treated as and counted against FMLA Leave available under this Article and the employee must comply with the requirements of this Article. Unpaid leave begins only after all accrued vacation leave (if any) has been used.

C. NOTICE

1. The employee shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the employee's need for leave is foreseeable. If the employee's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.

2. Whenever the leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatments, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification (FMLA Form 1 or 2) issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave as set forth below, the employee shall provide the Superintendent with no less than thirty (30) days prior written certification (FMLA Form 3). If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide notice as early as possible.

D. INTERMITTENT LEAVE AND REDUCED-WORK SCHEDULE

1. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
2. However, where any employee employed principally in an instructional capacity requests intermittent leave or leave on a reduced-work schedule for purposes of a spouse, child, parent or the employee's own serious health condition, and where the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, such employee must elect either:
 - a. to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
 - b. to transfer temporarily to an available alternative position (if any) offered by the Board for which the employee is qualified, and that
 - i. has equivalent pay and benefits; and
 - ii. the Board determines better accommodates recurring periods of leave than the regular employment position of the employee.
3. If any other employee requests intermittent leave or a reduced-work schedule to care for the serious health condition of a family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if:
 - a. the employee is qualified for the position and
 - b. the position better accommodates recurring periods of leave.

E. LEAVE NEAR END OF SEMESTER

1. If an employee begins any FMLA Leave more than five weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:
 - a. the leave is of at least three weeks duration and

- b. the return to employment would occur during the three week period before the end of the semester.
- 2. If an employee begins FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five weeks prior to the end of the semester, the Board may require the employee to continue taking FMLA Leave until the end of the semester if:
 - a. the FMLA Leave is of greater than two weeks duration and
 - b. the return to employment would occur during the two-week period before the end of the semester.
- 3. If an employee begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three weeks prior to the end of the semester and duration of the leave is greater than five working days, the Board may require the employee to continue to take leave until the end of the semester.

F. MEDICAL OPINION

The Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the employee obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for a FMLA Leave.

G. BENEFITS

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee's required contribution toward the premium must be made by the first day of each month. The employee shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

H. RETURN TO WORK

- 1. When an employee is medically able to return to work after a serious health condition, she/he shall provide the Board with a statement from her/his health care provider (FMLA Form 4) that the employee is able to resume the job functions of her/his position.
- 2. At the end of a FMLA Leave, the Board shall restore an employee within a reasonable time according to the conditions set forth. No employee shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the employee not taken FMLA Leave.
- 3. Should an employee not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall

reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (FMLA Form 1) from the employee's health care provider shall be provided in a timely manner and no later than thirty (30) days after the claimed inability to return.

ARTICLE 15 DISCIPLINE

Employees may not be removed or disciplined except for just cause. Removal and discipline shall be subject to the Grievance Procedure, which shall be the sole remedy and shall supercede civil service system remedies.

The Union recognizes the Administration's right to discipline employees for just and proper cause. The principles of progressive discipline shall be followed. However, offenses of a serious nature may result in discipline up to and including suspension/termination, without regard to previous reprimands or discipline. Penalties for disciplinary action are oral and written reprimands, suspensions, demotion, and dismissal.

Employees who pose a serious danger to other persons or property may be suspended immediately with pay. A hearing to determine discipline will then be noticed by the administration.

No employee will be suspended without pay or discharged without a hearing by the Business Manager or designee, unless the employee specifically waives the hearing in writing. Employees are entitled to Union representation at any disciplinary hearing. Notice of the hearing will be given to the local Union President and the employee at least three (3) working days prior to the day of the scheduled hearing. Such notice shall contain a reference to the rule or rules violated by the employee for which disciplined may be imposed, the time and place of the event, and witnesses to the event.

The administrator initiating disciplinary proceedings will be present at the hearing, as may any necessary witnesses needed to provide relevant information. Otherwise, the hearing will be conducted in private. Students normally will not attend the hearing, but may be separately interviewed by the administration in order to obtain necessary information. The decision stating discipline to be imposed will be sent to the employee and the Union President (or other designated representative) within five (5) days of the conclusion of the hearing. The employee may submit a written rebuttal for his/her personnel file within five days of receipt of the decision.

Suspensions without pay shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purposes of suspension only. Appeals of disciplinary suspensions or terminations will be expedited and presented at Level III of the Grievance Procedure.

ARTICLE 16 EQUAL OPPORTUNITY CLAUSE

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

**ARTICLE 17
UNION RIGHTS**

- A. Provided that it will not unduly disrupt or interfere with work performance, The local OAPSE Union President, and/or Grievance Chairperson may be released by the Administration to appear on work sites during working hours to perform representation duties in connection with grievance, discipline and investigatory matters as authorized by this Agreement. If the release of the president or grievance chairpersons is denied, for cause shown, an alternate time convenient to the Union official shall be established.
- B. The Association may use designated bulletin board space in each building to post and remove notices of Association activities and matters of Association concern. The Association may also use the School District's mailing system for such purposes. Posted material, and material distributed by mail, shall not be defamatory, obscene, and derogatory or such as would tend to disrupt the normal operations of the District. The elected officials of the Association shall be responsible for all materials as to qualify and content.
- C. The Union/Association or any committee thereof may use school facilities and equipment with the permission of the Superintendent or his designee, when such facilities or equipment shall be used for Association business only. The Association/Union shall furnish supplies necessary for the use of the equipment. The buildings may be utilized without cost to the Association. Clearance for building use shall be obtained from the business office.
- D. The Association shall be permitted to use up to 30 minutes on the first in-service day of the school year to communicate with bargaining unit members, provided that such time shall not be used for communications that would tend to disrupt the normal operation of the District.
- E. Two (2) designated representatives of OAPSE Local #326 shall be granted one day of paid leave to attend the OAPSE State Convention. Other elected Association officers may use Personal Leave to attend the Association convention. *Other OAPSE functions shall be on the union official/employees own accumulated time including personal leave, vacation or accumulated compensatory time. Total OAPSE officer's eligible to attend is two. However, other paid time may be granted by the administration. The granting of such paid time is entirely discretionary and without appeal.* All expenses of Union/Association members shall be paid by the employee or the local affiliated OAPSE Local 304. The Board shall pay the substitute cost, if any. Any Personal Leave days used to attend such convention will not count against the employees Perfect Attendance Bonus.
- F. The OAPSE President *or* Grievance Chairperson shall be allowed reasonable time to attend grievance hearings of any and all bargaining unit members.

**ARTICLE 18
ASSOCIATION DUES**

- A. The Board agrees to deduct from the wages of employees for the payment of dues to the Association and the local chapter when so authorized in writing, by each employee.
- B. The authorized deduction of dues shall be levied in equal installments for a total of eighteen (18) periods starting with the first paycheck in October and ending with the second paycheck in June.

- C. Authorization for membership shall be irrevocable, except that membership may be withdrawn if submitted during a 10-day period ending August 31, 2007. Refer to "H". If membership is not revoked during this period, it shall continue for a successive period. Copies of all revocation shall be made available to the local Union President and/or Treasurer. Monthly dues shall be forwarded to the State Association along with a list of names and the amount of deduction.
- D. An OAPSE Chapter Officer will be required to notify the Treasurer's Office prior to September 15 of any school year, in writing, of any change in dues for the coming year.
- E. The Treasurer's Office shall send copies of all notices of withdrawal to the Treasurer of the OAPSE Chapter.
- F. OAPSE shall indemnify and hold the Avon Lake Board of Education and any administrators harmless of any and all claims, demands, or suits, or any other action arising from the dues deduction provisions contained herein.
- G. Dues deductions may be started at anytime during the deduction period. Deductions shall not cease unless in conformance with Section C above.
- H.
 1. Employees of the bargaining unit who fail to voluntarily join the union prior to July 1, 2006, will not be subject to a fair share fee for the length of their employment. Any existing bargaining unit member who are members of the Union as of July 1, 2006, and any newly hired employees who begin employment after July 1, 2006 who fail voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment on or after the probationary period provided in this agreement or sixty (60) day following the beginning of employment, whichever is late, to pay to the Union a fair share fee, which shall not exceed the dues paid by the members of the Union who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under sections 501 (c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE Treasurer.
 2. Once the Union achieves the following percentages in a combination of OAPSE members and fair share fee payers, every member of the bargaining unit shall be subject to the fair share fee.

July 1, 2009 – If the Union achieves a ninety percent (90%) threshold of a combination of union members and fee payers, then every member of the bargaining unit who fails to voluntarily join the Union shall be subject to the fair share fee.

July 1, 2010 – If the Union achieves a eighty-five percent (85%) threshold of a combination of union members and fee payers, then every member of the bargaining unit who fails to voluntarily join the Union shall be subject to the fair share fee.

July 1, 2011 – If the Union achieves a seventy-five percent (75%) threshold of a combination of union members and fee payers, then every member of the bargaining unit who fails to voluntarily join the Union shall be subject to the fair share fee.

- I. **AFSCME PEOPLE:** The Treasurer will honor written employee requests to make regular payroll deductions for contributions to AFSCME PEOPLE. Written requests must be received by the Treasurer thirty (30) days in advance. The written authorization may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board will remit deductions promptly to the Union, along with an itemized statement showing the name and amount for each employee.

ARTICLE 19 POSTING & JOB BID PROCEDURE

- A. **Posting:** When the Board/administration decide to fill a vacant or newly created position, the position will be posted for a period of seven (7) consecutive calendar days on a designated bulletin board in each school and the bus garage. The positions shall be included on the Job Posting hotline, and shall be accessible via email if requested. The position(s) shall be posted on bulletin boards provided by the employer in areas accessible to all bargaining unit members. In addition, the local OAPSE President will be given a copy of the posting. The posting will state job title, location, pay range and scheduled daily hours. Student Attendant and Special Education Aide positions may be posted as “variable hours.” The posting may include qualifications; if it does not, a job description will be made available. For vacancies occurring during the summer months (end of the school year – beginning of the school year), postings will be listed on voice mail each week; interested persons may call the position vacancy line, and a recorded message will list available positions and position requirements. A copy of all postings shall be mailed or delivered to the Union President and the Union’s recording secretary.
- B. **Vacancy:** A position is considered vacant when the Board/administration decides to fill the position following an employee’s promotion, resignation, transfer, retirement, or termination, or upon the creation of a new bargaining unit position. As of January 1, 2006, any vacant positions that have been a 30+ hour per week position prior to January 1, 2006, shall remain a 30+ hour per week position, unless mutually agreed to otherwise by the Superintendent and OAPSE president. A position does not have to be posted merely because the administration has determined to change starting/quitting times by up to one hour, to increase the length of the workday by up to thirty (30) minutes, or the length of the work year by up to ten (10) days per year. Adjustments to length of workday or year shall be limited to one time annually. Notice of modification to hours of work or work year shall be provided to the Union President. There will be a 15-30 day notice on a change in schedule. With respect to Paraprofessional positions, variations in hours and schedules consistent with IEP requirements and student needs are considered part of the job and such variations do not require posting the position even if they exceed the limits applicable to other jobs.
- C. **Application, Interview:** Current employees, including employees in the posted job classification, who want to be considered for a position must apply in writing by the published deadline. Such employees will be offered an interview before the administration considers outside applicants for the position, except that the administration will not be required to interview an employee more than once for the same classification during the same fiscal year. Current

employees shall not be required to take the pre-employment test unless they are seeking to change classifications. If testing is conducted for a vacancy, the skills testing will be consistent for all applicants under final consideration for the vacancy, including current employees.

- D. **Selection:** Award of a vacancy shall first be to the senior applicant, if any, within the same classification (lateral transfer). If the vacancy is not filled by lateral transfer, the administration will determine who will fill a vacancy based on qualifications of all applicants, and the Board and administration reserve the right to select the best qualified candidate. Qualifications will be determined through written and/or practical testing related to the job description, review of the applicant's experience and performance, and/or the interview process. Seniority also will be considered. Award of the position shall be on the basis of seniority, performance, experience, qualifications and ability. When in the judgment of the administration all other factors are equal, an inside applicant will be hired in preference to an outside applicant, and preference shall be given to the candidate with the most seniority points. If an interviewed employee applicant is not awarded the position, the applicant can request written reasons for the decision. The Union shall be notified of all appointments within ten (10) calendar days of selection.

A vacant position may be filled by a substitute for a period not to exceed forty five (45) calendar days, provided, however, that should the bid procedure fail to fill a vacant position, a substitute may continue to such a position until it is filled from outside the bargaining unit. If after a total of ninety (90) calendar days, the vacant position has not been filled from the outside the bargaining unit, the position shall be posted in accordance with the procedure set forth in this Article.

- E. **Transportation:** This Article does not apply to Transportation employee bids on route openings, field trip assignments, choice of vehicles or otherwise, all of which shall be governed under the transportation working agreement provisions of this contract. Article 42.

F. **Probationary Periods**

1. The probationary period for original appointments (new employees) shall be 120 calendar days during which work is scheduled for the position. During this probationary period, the employee shall be subject to discipline or discharge without cause and without resort to the grievance procedure to contest the action.
2. The probationary period for promotional transfers and transfers outside an employee's former job classification shall be forty-five (45) scheduled work days. Should the employee fail to successfully complete the probationary period, the employee shall be returned to his/her prior job.
3. The probationary period for lateral transfers (that is, transfers to a position in the same job classification series as the job held by the employee) shall be twenty (20) scheduled work days. Should the employee fail to successfully complete the probationary period, the employee shall be returned to his/her prior job.
4. Probationary periods will be extended for a period equal to the amount of any authorized paid or unpaid leaves of absence. The employer will provide guidance and direction to employees during the probationary period. No employee shall be subject to probationary failure for union involvement or participation in union activities.

- G. **Limit on Application:** No employee shall be eligible to apply for a job vacancy, which is posted (a) within twelve (12) months of the employee's original appointment or (b) within six (6) months of the employee's promotion, job change or lateral transfer. This limitation can be waived at the discretion of the Superintendent/Designee.
- H. **Job Classification; Seniority:** For purposes of this Article, "job classification" shall mean a job classification identified within a classification series in Article 16. "Classification series" shall mean those seven (7) classification series identified in Article 16. Seniority point accumulation shall be in accordance with Article 16.

**ARTICLE 20
LAYOFF AND RECALL**

In the event the Board makes a reduction in the number of employees, the following procedure will govern:

- A. The number of persons affected by such reductions will be kept to a minimum by not employing replacements, in so far as practical, of employees who resign, retire, or otherwise vacate a position.
- B. In cases of reduction of personnel in any job classification, the employees total number of seniority points shall govern.
- C. Seniority points shall be accumulated as follows:
 - 1. Each year of continuous service to the Avon Lake City School District 1 point
 - 2. Each year of continuous service with the current classification series 3 points
 - 3. Any ties in points shall be broken based on continuous length of service in the *classification series*.
 - 4. When any change is made to another classification series, the employee will be solely credited with points based on each year of continuous service. (Classification series points are not transferable.) If the employee does return to his/her previously held position, all classification points shall be reinstated.
 - 5. The OAPSE President shall be placed at the top of the seniority list of his/her classification for layoff and recall purposes only.
- D. **Classification Series, order of downward bumping and recall shall be defined as follows:**
(Classification Series signified by "Numbers"; Classification by "letters")
 - 1. *Food Service*
 - a. Head Cooks
 - b. Assistant Cooks
 - 2. *Drivers*
 - a. CDL Drivers (school buses)
 - b. Non-CDL Drivers (vans and cars)
 - c. Delivery Driver

3. *Special Education*
 - a. Special Education Paraprofessionals
4. *Monitors*
 - a. Study Hall Monitors (full time)
 - b. In-School Probation Monitor
 - c. Part-Time Positions
 1. Study Hall Monitors
 2. Campus Monitors
 3. Lunch Monitors
5. *Copy Center*
 - a. Copy Center Operator
6. *Office Assistants*
 - a. Office Assistants
7. *Buildings and Grounds*
 - a. Assistant Mechanics
 - b. Maintenance
 - c. Head Custodians
 - d. Custodians
 - e. Custodial Aides (Full-Time)
 - f. Part Time Positions
 1. Custodial Aide
8. *Media*
 - a. Computer Lab Assistant (Full-Time)
 - b. Part Time Positions
 1. Computer Lab Assistant
 2. Library Assistant
 3. TV Production Paraprofessional

Attendants and Aides will carry seniority to new classification. We will also grandfather aides for purpose of specialized training per job description.

- E. If a position is eliminated or an employee is bumped, the employee in the affected position has the right, by exercising seniority points, to bump. An affected employee must bump the least senior employee in the same position with the closest equivalent or greater number of hours.

If a position is not available, the affected employee shall bump the least senior employee in the next lower position within the classification series with the closest equivalent number of hours or more.

- F. Seniority points shall be the first criteria for bumping and work hours shall be the second criteria.
- G. If an affected employee is in an eliminated position or is one who has been bumped and who does not in turn elect to bump within three (3) work days of his/her layoff or bump, that employee will automatically be placed on the layoff list.
- H. Bumping into a lower paying job classification will automatically place the employee on his/her present step in the new job classification.

- I. Vacated positions shall be treated as open positions and posted in accordance with posting procedures.
- J. In the event of any layoff, the Board shall give the affected employee(s) and the Association at least twenty (20) calendar days written notice prior to the effective date of the layoff.
- K. *Recall* - in refilling vacancies which occur in a job classification series previously affected by a layoff, employees with the highest points shall be recalled in reverse order of layoff.

In order to preserve reinstatement rights, it is necessary that the Board of Education Office be informed of current employee addresses. Notification will be by certified mail, return receipt requested, if a position becomes available. A laid-off employee must notify the Board of Education Office of his/her acceptance in writing within five (5) working days of the date of receipt of the letter offering the other position. Failure of the employee to accept recall within five (5) days will result in their removal from the recall list.

- L. A person on the layoff shall maintain his/her recall rights for a period of two (2) years from the date of layoff.
- M. If an employee is recalled to or accepts a position into a different classification series during the recall period, the senior employee shall have first recall rights back to his/her previously held position when the opening occurs.

ARTICLE 21 LABOR MANAGEMENT/HEALTH SAFETY

A Labor Management/Health Safety committee shall be established under the direction and with the support of the Federal Mediation and Conciliation Service. The Union and Board will be entitled to four (4) representatives. The committee will meet as needed, but no more frequently than once per month. Agenda items shall be submitted no later than one week prior to the meeting. Meetings will be scheduled during regular business hours of the employer. Additional ground rules, as necessary, will be established during the initial meetings. In addition, the administration will provide training and safety protection as needed.

ARTICLE 22 WORKERS COMPENSATION

All employees are covered under the State Workers Compensation Act of Ohio. The Act provides certain coverages for injury and death on the job. The Act is complex and subject to some interpretation. The following paraphrase is being included in the contract as a reminder of these rights.

The employee shall have the option to use sick leave or apply for Workers Compensation. Workers Compensation may be applied for after seven (7) consecutive days of absence for wage reimbursement or medical benefits.

An injury occurring on the job shall be immediately reported to the injured employee's supervisor or other designated representative and an accident report completed. If medical attention is required, the employee shall file the appropriate Workers Compensation form at the hospital or doctor's office.

**ARTICLE 23
SALARY**

- A. The salary schedules and other pay rates are attached as Appendices.
- B. Salary schedules shall reflect a negotiated cost of living increase of two and one-half percent (2.5%) effective July 1, 2009.
- C. Employees of the bargaining unit shall receive a lump sum Performance Bonus of two hundred dollars (\$200) for part-time employees (six (6) hours per day or less), and four hundred dollars (\$400) for full time employees (over six (6) hours per day). Employees have the option of taking a lump sum check, payable on December 15th, 2009, or, an employee can choose to put the bonus into their healthcare flex spending account, payable by January 1, 2010.

**ARTICLE 24
PAY DAYS**

- A. Paychecks: The annual compensation for the classified personnel shall be divided into twenty (20) or twenty-four (24) equal payments. Beginning March 15, 2006, all new employees that work 15 hours or more shall have their annual compensation divided into 24 equal payments. Distribution of these payments shall be on the 15th and last day of the month. Bargaining unit members shall receive direct deposit of their net payroll amount made to mutually approved financial institutions. All employees will have direct deposit of their net payroll.
- B. Lunch and Break Pay: Eligible employees shall receive a paid lunch break. Supervisors shall assign lunch breaks, and, the breaks shall be taken within an employee's normal work day, unless otherwise mutually agreed upon by the employee and his/her manager. Paid lunch break eligibility is as follows:
 - 1. 6-7.99 hours per day = 1/2 hour (30 minutes) paid lunch
 - 2. 8 hours per day = 1 hour (60 minutes) paid lunch
- C. Time Clock: Employees shall use a time clock to record the amount of hours they work. Employees may "punch-in" late eight (8) minutes or less at the beginning of their shift and/or eight (8) minutes early at the end of their shift, without incurring any disciplinary action. However, if the "late" or "early" minutes accrued to sixty (60) minutes or more at any time during a one month period, then that employee may be disciplined for misuse of time or tardiness. Any discipline issued will follow the protocols outlined in the November 14th Memorandum "Time Clock Procedures".

**ARTICLE 25
CLASSIFICATION PAY**

- A. Any employee may be assigned to perform work in a higher or lower classification. An employee given such assignment will be expected to assume all responsibilities of the assigned classification. When an employee is assigned to a higher classification, the employee will be paid the difference between the actual amount that he/she would earn in the higher classification.

- B. **Awarded New Position:** When an employee is awarded a new position, the employee will be paid at their current step (years of service) regardless of the classification when those steps were earned. This applies only to classified staff who earn years of service credit.

Such assignments will be made by the Business Manager (or any other person designated by the Superintendent of Schools).

ARTICLE 26 REPORT PAY

When an employee reports to work on a regular scheduled workday at his/her regular scheduled time, and he/she has not been informed by an appropriate administrator or supervisor that no work is available, he/she shall receive at least two (2) hours pay at his/her regular rate of pay.

Any employee required to report outside his/her regularly scheduled hours shall receive at least two (2) hours pay at his/her regular rate of pay. If the employee works more than two (2) hours, the time worked over two (2) hours shall be paid at the rate of one and one-half (1½) times such employee's regular rate of pay. Excluded from Report Pay are those work assignments that are covered by supplemental pay or stipends.

ARTICLE 27 PREMIUM PAY

- A. Each employee who works in excess of forty (40) hours in any calendar week and each employee whose regular work week is forty (40) hours who works more than eight (8) hours in any work day, shall be paid at the rate of one and one-half (1 1/2) times such employee's regular rate of pay. All overtime shall be authorized in advance by the Superintendent or his/her designee. Sick leave, emergency leave, calamity days, vacation days and holidays shall be included in the forty (40) hour week for purposes of determining overtime pay.
- B. Any employee required to work on a holiday or a Sunday shall be compensated at twice the regular rate of pay.
- C. Upon request of the employee, compensatory time off on a time and one-half basis (double on Sundays) may be granted in lieu of overtime pay. A maximum of up to five (5) days compensatory time may be accumulated during one work year. Compensatory time may be replenished during the year. A work year shall be defined as July 1st until June 30th. If any compensatory time remains on June 30th of a work year, that compensatory time shall be paid to the employee in the employee's next pay. Additional compensatory time may be recommended by the employee's immediate supervisor and approved by the Business Manager or designee. Compensatory time must be taken during the current work year and scheduled with the approval of the Business Manager or his/her designee. Compensatory time off must be in compliance with provisions of the Federal Fair Labor Standards Acts.
- D. In each building, overtime or extra hours shall be offered on a seniority rotation basis within each position of a classification series. A list of those employees interested in obtaining overtime shall be maintained by the supervisor of the classification series. If no one is available within the building, the overtime or extra hours will be offered to an employee in the appropriate position outside the building.

- E. For the purposes of extra time pay in the Food Service Department, a “Special Event” shall be defined as: A non-Avon Lake City School activity.

Events of organizations that are affiliated with Avon Lake City Schools, or that have no affiliation with the schools that are granted permission to host an event at Avon Lake City School properties shall be defined as “special events”. Employees required or asked to work extra events will be paid at time and one half for all hours Monday-Saturday, and double time on Sundays and holidays.

Affiliated examples: PTA, CYO, Kiwanis

Non-affiliated examples: Veteran’s Breakfast, Senior Citizen Luncheon

**ARTICLE 28
PERFECT ATTENDANCE BONUS**

A nine (9) month employee who uses no sick leave/personal leave during the period of July 1 through June 30 of any one contract year period shall receive a bonus of one(1) days pay (min. of \$50) for each of the following periods during which no sick leave/personal leave are used.

First Day of School	-	November 30
December 1	-	Last day of February
March 1	-	June 30

A twelve (12) month employee who uses no sick leave/personal leave during the period of July 1 through June 30 of any one contract year period shall receive a bonus of one (1) days pay (min. of \$50) for each of the following periods during which no sick leave/personal leave are used.

July 1	-	September 30
October 1	-	December 31
January 1	-	March 31
April 1	-	June 30

If an employee has perfect attendance for the entire year (July 1 – June 30) they shall receive an additional days pay. Said bonus shall be paid by July 31st of the subsequent school year.

Any ten (10) month bargaining unit member shall be paid as nine (9) month employee.

Any eleven (11) month bargaining unit member shall be paid as twelve (12) month employee.

To be eligible for the bonus, employees must be employed for the entire period in which the bonus is applicable.

**ARTICLE 29
CRAFT PAY**

The superintendent or his designee may authorize the payment of a \$600 annual craft pay stipend to all employees. Payment of this stipend will require prior authorization/approval for current employees and be listed as part of the job posting for new positions.

The eligibility requirement for craft pay will be either the appropriate license or significant appropriate experience.

**ARTICLE 30
SEVERANCE PAY**

An employee may elect, at the time of acceptance for retirement by the School Employees Retirement System (SERS), to receive severance pay if he/she has at least ten (10) years of full-time service in the Avon Lake City School District and his/her date of retirement is within ninety (90) days of his/her last day of service with the district.

Each employee who qualifies shall receive twenty-five percent (25%) of his/her accrued but unused sick leave credit up to a maximum of one hundred sixty (160) days. Payment shall be based on the daily rate of pay at the time of retirement and shall not exceed forty (40) days of accrued but unused sick leave.

An employee with twenty-five (25) or more years of public service, at least ten (10) of which were in full-time service with the Avon Lake City School District, and who is accepted by the SERS and whose retirement is within ninety (90) days of his/her last day of service with the district shall receive, as additional severance pay, ten percent (10%) of the sick leave days he/she accumulates during his/her last four (4) years of employment.

Payment under Article 30 shall be based on the daily rate of pay at time of retirement. Payment under Article 30 shall eliminate all sick leave credit. No employee shall receive more than one payment for such sick leave accumulated.

**ARTICLE 31
SICK LEAVE**

- A. Sick leave for each full-time employee shall be in accordance with state law. Sick leave under present law may be accumulated at the rate of 1 1/4 days per month. Accumulated leave taken shall be paid at the employee's rate of pay and hours worked at the time they take leave.

For example: If a two-hour employee has accumulated twenty (20) sick leave days, he/she shall have forty (40) hours of leave. If the employee changes jobs to an eight-hour position, the number of accumulated days shall remain at twenty (20) days, therefore, the number of leave hours available to the employee shall be one hundred sixty (160) hours.

Accumulation of sick leave shall be unlimited.

- B. Part-time employees shall have established amounts of time in direct proportion to the total fractional time spent each month in the service of the Board of Education as compared with full-time employees.
- C. Statements establishing reasons for each days absence shall be presented to the Building Principal and filed in the office of the Treasurer.
- D. Acceptable reasons for leave with pay are personal illness, pregnancy, injury, quarantine and *serious illness* or death in the employee's immediate family. *Immediate family* has been interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, or any other member of the family or household who has clearly stood in the same relationship with the employee as any of these. It is not the intent of this policy to provide extended leave for chronic illness within the immediate family.

- E. Cumulative sick leave is transferable if any employee moves to any other school in the state of Ohio from Avon Lake or is credited by Avon Lake if the employee has accumulated sick leave earned at any other Ohio public school. An employee who transfers from any other Ohio public school district to the Avon Lake School District shall be credited with the unused balance of his accumulated sick leave which he or she was legally entitled to in the previous school district.
- F. Evidence indicating to the Board of Education that leave with pay privileges have been abused shall be considered just cause for dismissal from service.
- G. The Board will honor a written request from a bargaining unit member to donate the equivalent of one (1) or more sick leave days from the donor's accumulated sick leave to another bargaining unit member under the following conditions:
 - 1. Donated sick leave days may only be credited to a donee who has exhausted, or is about to exhaust all of his/her accumulated sick leave due to his/her illness or injury.
 - 2. Donated sick leave days may only be used for personal illness or injury to the donee bargaining unit member, for the illness or injury to an immediate family member, with prior approval of the Business Manager or designee.
 - 3. A sick leave donation form, authorizing the Treasurer of the Board to deduct donated sick leave from the donor's accumulated sick leave and to credit the donated sick leave day(s) to the donee.
 - 4. Any request to donate sick leave days to a member must be submitted to the Treasurer of the Board no less than fifteen (15) days prior to any payroll period that will include payment from donated sick leave days.
 - 5. No member may use donated sick leave to defer eligibility for disability retirement under SERS regulations, to claim severance pay, or to transfer to any other public employer.
 - 6. No member may use more than the equivalent of thirty (30) donated sick leave days in a twelve (12) month period.
- H. Sick days shall be taken in 15-minute increments.

**ARTICLE 32
PERSONAL LEAVE**

A school employee may be granted three (3) personal days leave of absence with pay in any one school year under the following provisions:

- A. Persons hired during the course of a school year must be in active pay status a minimum of 185 (one hundred eighty-five) days to receive 3 personal days.
- B. Should a new hire fail to work or be in active pay status the minimum days during their first year of employment, they shall have their personal leave pro-rated to the nearest quarter day.
- C. Personal leave will only be used to address business or other activity which cannot be conducted outside of school hours or via telephone or written communication.

- D. A maximum of three (3) days of personal leave per year will be granted without requiring the employee to provide any specific reason. Also, if the day is sought to be used on the day of dismissal for a holiday season or the day school is scheduled to resume after a holiday season, the employee will be required to provide a specific reason and obtain approval.
- E. The following procedure shall be followed when making a request for a day of personal leave:
 - a. Obtain personal leave form from the building principal.
 - b. Complete form.
 - c. Forward the complete form to the Business Manager/designee at least five (5) days prior to the intended absence, except in rare cases of emergency when notification shall be made as soon as possible.
- F. Personal days shall be taken in 15-minute increments.
- G. Conversion of Unused Personal Leave to Sick Leave

Any employee who did not qualify for Perfect Attendance Bonus, the remaining whole days shall be converted to sick leave after all leave forms for the period July 1 – June 30 have been collected by the Business Office. Converted days will be added to the sick leave balance by July 31st.

Examples: 3 days – used 1 days = 2 days converted to sick leave
 3 days – used 1 ½ days = 1 day converted to sick leave
 3 days – used 2 days = 1 day converted to sick leave
 3 days – used 0 days = 3 converted to sick leave if employee does not
 qualify for the yearly perfect attendance bonus. (qualified for Perfect Attendance Bonus)

An employee who does not qualify for personal leave with pay may receive leave without pay. The policy and procedures listed above are applicable (Items A through D).

- H. For the most part, personal leave with or without pay will be limited to three (3) days per school year. However, if unusual circumstances exist, the Business Manager/designee may grant additional days of leave without pay. Falsification or improper use of personal leave will be grounds to initiate suspension/termination employment procedures.
- I. Accumulated leave taken shall be paid at the employee’s rate of pay and hours worked at the time they take leave.

For example: If a two-hour employee has accumulated twenty (20) sick leave days, he/she shall have forty (40) hours of leave. If the employee changes jobs to an eight-hour position, the number of accumulated days shall remain at twenty (20) days, therefore, the number of leave hours available to the employee shall be one hundred sixty (160) hours.

**ARTICLE 33
ASSAULT LEAVE**

Assault means the causing of or attempt to cause physical harm to an employee by any person when such employee charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault which is clearly unprovoked. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of forty (40) working days.

An employee shall be granted assault leave according to the following rules:

- A. The incident, resulting in the absence of the employee, must have occurred during the course of employment with the Board of Education while on the board premises or at a board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.
 - 1. Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, an employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
 - 2. To qualify for assault leave, the employee shall furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration, if requested by the superintendent. The superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.
 - 3. An employee shall not qualify for payment of assault leave until the assault leave form and any requested physician's statement have been submitted to the superintendent.
 - 4. Employees shall not be permitted to accrue assault leave.
 - 5. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.
 - 6. Falsification of a statement for assault leave is grounds for suspension or termination of employment.
 - 7. Payment under this policy shall constitute the employee's entire compensation from the board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 of the Ohio Revised Code.

ARTICLE 34 INSURANCE

A. Employee - Status

1. *Regular full-time employee* - a person who works more than 30 hours per week for 36 weeks or more per year in one posting.
2. *Regular part-time employee* - a person who works at least 15 hours per week and not more than 30 hours per week for 36 weeks or more per year.
3. *Temporary employee* - a person employed in one of the following categories: summer work, substitute work, etc.
4. *Employees working less than 15 hours per week* and temporary employees are not eligible for Board-paid hospitalization, dental or life insurance benefits.
5. Employees working more than 30 hours per week in two (2) different jobs - The employee's primary job must be over 30 hours per week to be eligible for full benefits. If an employee works more than 30 hours per week, as a result of taking another job within the district, they shall be eligible for Regular Part-time employee benefits. As of January 1, 2006, any vacant positions that have been a 30+ hour per week position prior to January 1, 2006, shall remain a 30+ hour per week position, unless mutually agreed to otherwise by the Superintendent and OAPSE President.

B. Life Insurance

1. The Board shall provide a term life insurance policy (to include double indemnity for accidental death and a dismemberment clause) to regular part-time and full-time employee equal to the \$1,000 figure next above their yearly salary.
2. An employee may elect to purchase at his or her cost additional supplementary coverage in a \$10,000 or \$20,000 amount. These premiums will be deducted through the payroll deduction plan.

C. Hospitalization, Major Medical and Dental and Vision Insurance

The Board shall make available hospitalization, major medical and dental and vision insurance, which meets or exceeds the specifications set forth below for eligible employees and their dependents:

1. General listing of benefits:
 - \$2 million lifetime major medical
 - Outpatient drug/alcohol/mental/nervous services, subject to deductibles
 - Currently negotiated single and family deductibles
 - Currently negotiated co-insurance percentages for in/out-of-network services, up to the first \$5,000 Single/\$10,000 Family of covered Network expenses and up to the first \$10,000 Single/\$20,000 Family of covered Non-Network expenses.

- Currently negotiated prescription drug plan, including mail-order maintenance prescriptions, with graduated co-pays for generic, formulary brand and non-formulary drugs.

Please refer to the current employees' copy of the Avon Lake City Schools Health Benefits Plan Description for the complete summary and description of benefits, restrictions, deductibles, exclusions, patient responsibilities, etc.

2. The Health Care Committee (HCC), composed of five (5) representatives appointed by the President of the ALEA, three (3) representatives appointed by the President of OAPSE, and three (3), representatives of the Board shall be charged with considering health insurance matters. The HCC operates with 2 chairpersons, one representing the ALEA and one representing the Board. Regular minutes of all meetings of the HCC shall be kept and shared with all members of the committee. All decisions of the HCC shall be achieved by consensus, i.e., all represented parties on the HCC shall agree with the decision. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and other data that the members of the HCC believe will facilitate the HCC's processes. The HCC's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options.
3. During the life of the Agreement, the HCC may choose to consider other options within various managed care programs, in which members of the ALEA may elect to participate.
4. The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year (July 1 – June 30). Each year the HCC shall consider changes in program design, premium sharing and other steps that will aid in cost containment.

In the event that the HCC is not able to achieve consensus on any such changes by May 1, the plan will continue unchanged for the succeeding benefit year

If the HCC recommends changes, such as program design, premium sharing, "opt out incentives", or other modifications, any and all such changes shall be implemented following approval by the full membership of the ALEA, OAPSE and the Board.

5. Employees enrolling in the SuperMed plan will pay 9% of the medical premiums for SuperMed coverage. Employees enrolled in the Traditional plan (single and family) will pay the premium difference between the Board's cost of the SuperMed plan and the Traditional plan.

SuperMed Plan	Traditional Plan
2009-2010 9%	9% + Difference
2010-2011 9%	9% + Difference
2011-2012 9%	9% + Difference

Illustration: These numbers are NOT actual premiums, only illustrations. Examples per month:

Premium of SuperMed	\$ 800
Employee's Share	<u>25</u>
Board's Share	\$ 775

Premium Traditional plan	\$850
Board's SuperMed Cost	<u>775</u>
Employee cost for Traditional plan	\$ 75

6. Insurance premiums paid by payroll deductions may be tax-sheltered upon the completion of the appropriate pre-tax forms, available in the Treasurer's office. These forms must be completed each calendar year.
7. Increases in the employee's share of the premium shall begin in August of each year.
8. Employees who discontinue medical coverage after a minimum one-year enrollment with ALCS will be eligible for a monthly opt out incentive. Mid-year changes in medical insurance status will be pro-rated. This incentive will be paid quarterly and included in the regular paychecks on the 15th of October, January, April, and July.

	FAMILY	SINGLE
FY 10	\$150 per month	\$75 per month
FY 11	\$150 per month	\$75 per month
FY 12	\$150 per month	\$75 per month

9. A Flexible Spending Account (FSA), also known as Section 125, will be available to ALL employees. The Flexible Spending Account information packets will be available in the Treasurer's office.
10. The Board will provide and pay for an Employee Assistance Program (EAP) for ALL employees, whether or not they have elected medical coverage with ALCS.
11. The Board will pay annually any employee who completes the Health Risk Assessment \$75.00. This will be put into their Flex Spending Account on January 1st of the year following completion of the Health Risk Assessment. The timelines for completing the Health Risk Assessment will be communicated to the staff through e-mail and posted on the Health Insurance Bulletin Boards in each building. This \$75.00 payment will be paid 50% by the Self-Insurance Fund and 50% by the General Fund.

D. General Provisions

1. Benefits for part-time employees are described at the beginning of the Article.
2. Hospitalization, dental, vision and life insurance benefits will be terminated on the first of the month following the resignation of a employee who does not complete the contract year.
3. It is the responsibility of the employee to inform the Treasurer's office of any change in employment, marital status or dependents which affects his/her fringe benefits.
4. The Board retains the right to change insurance carriers and coverage as long as:
 - a. any such change is discussed with the Association prior to the modification or termination of existing insurance programs; and
 - b. any new insurance program or plan shall be comparable to the existing coverage or insurance plan in terms of benefits, coverage and entitlements.

5. Arrangements for covering dependents (mother, father, or relative other than wife/husband and children) must be made directly between the insurance provider and the employee. Premiums for this type of coverage are not deductible through the payroll plan.
6. Eligibility requirements set forth herein are subject to rules and regulations established by the insurance carriers.
7. In addition, the Board shall contribute to only one family health insurance plan and one family dental plan for a family where a husband and wife are both employed by the Board. However, a husband and wife will have the option to take separate single health and dental insurance plans.

**ARTICLE 35
HOLIDAYS**

An employee will be paid at the regular rate of pay for the following holidays if the holidays occur within the employee's work year providing each such employee accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance:

9 month employees will receive the following holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Presidents Day	Christmas Day
Memorial Day	
Labor Day	

9 month employees who work less than 150 days will receive the following holiday:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Labor Day	Christmas Day

10, 11, and 12 month employees will receive the following, except for Independence Day

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Presidents Day	Christmas Day
Memorial Day	Christmas Eve
Labor Day	New Years Eve

Independence Day 12 month only

Any employee required to work on a holiday shall be compensated at twice the regular rate of pay. Personal Leave, Vacation Leave, Comp Time, or Flex Time may be used for the observance of a religious holiday.

**ARTICLE 36
VACATION**

Vacation policies for full-time (11 month or more) classified employees shall be as follows:

- a. The vacation accumulation year shall be from July 1st through June 30th. During the first year of employment, vacation shall be prorated based on the number of days worked.
- b. Employees who have completed twelve (12) months work prior to July 1st are entitled to ten (10) days vacation.
- c. Employees who have completed five (5) years of service prior to July 1st are entitled to ten (10) days plus one (1) additional day for each year beyond five (5) years to a maximum of twenty (20) days.
- d. Vacations must be taken between July 1 through June 30 of the year immediately following the period in which the vacation days were earned. Employees may be granted permission to *carry over* up to five (5) earned vacation days.
- e. Vacation dates of employees will be scheduled and approved through the Business Manager.
- f. Vacation days shall be taken in 15 minute increments.

**ARTICLE 37
CALAMITY DAY**

All board employees will report to work on all scheduled work days unless notified not to report by the appropriate administrator or supervisor.

This includes days that the schools are closed for student instruction due to inclement weather or other public calamity.

The canceling of classes for students or the canceling of work for the aforementioned employees is the responsibility of the Superintendent or his designee.

Each employee shall notify the appropriate administrator or supervisor if he/she has a problem which will delay his/her arrival to work on time on the days that schools are closed for students, the same as he/she would if the schools were open for instruction.

In the event school is closed because of public calamity or severe weather, all persons notified not to report for work by the appropriate administrator or supervisor shall be paid their regular per diem rate of pay. Those employees notified to report to work shall be paid their regular per diem pay plus their regular per diem pay for all hours worked.

**ARTICLE 38
PROFESSIONAL STUDY**

- A. The Board agrees to reimburse employees for tuition for a course taken by the employee if: (1) It is related to the employee's job; (2) It has been pre-approved by the Business Manager; and (3) The employee successfully completes and passes the course. A transcript or other satisfactory evidence of successful completion must be provided to the Treasurer's Office.
- B. Employees are required to attend professional meetings and in-service training that contributes to the improvement of knowledge and skill directly related to their position with the Board.

**ARTICLE 39
MISCELLANEOUS**

- A. Annual clothing allowance for work related clothing will be paid to full-time or regular part time employees (pro-rated if the employee is employed during the July 1 – June 30 period). The employee is to retain all receipts (dated July 1 – June 30) that would be applicable to the work clothing allowance and submit them to the Business Manager/designee when the allowance for the employee job position has been reached or by July 15th of the subsequent year whichever is earlier. The receipts will be submitted by the Business Manager/designee to the Treasurer's office for payment at the next cycle. Payment will be as follows:

Head Cook	\$110	Custodial/Maintenance	\$110
Asst. Cook	\$110	Asst. Mechanic	\$140
Head Custodian	\$110	Custodial Aide	\$110
Pony Driver	\$110		

- B. All classifications will wear security photo badges.
- C. Employees required to have annual physicals will be reimbursed at the following rate: \$50.00.
- D. Employees called to serve for jury duty or who are subpoenaed to appear in court, may keep any compensation received plus his/her daily rate of pay.
- E. Every building and all school grounds in the District and every event held in any building in the District will be smoke/tobacco free at all times, regardless of whether or not school is in session or students are in attendance. Extension of smoking prohibition to school grounds shall be effective 7/1/2001. The Board will contribute 50% of the cost, up to a maximum of \$200 for member attendance at smoking cessation programs. The Board and Association will cooperate in attempting to arrange for provision of such programs within the District. Enforcement will be nondiscriminatory as to all groups in the school community.
- F. Employees shall be given a copy of summary benefit plan descriptions (such as the benefits book) at the outset of the contract and when changes are made. The actual benefit plans shall be available for inspection in the Treasurer's office.
- G. Meal Expenses will be reimbursed as follows:
 - 8 hr. trip/seminar up to \$25 with receipts/per day
 - more than 8 hr. trip/seminar up to \$35 with receipts/per day

Tips and alcohol are not reimbursable.

**ARTICLE 40
SUMMER HOURS**

Custodial employees regularly scheduled to work afternoon shift during school days will be allowed to work the day shift during non-school breaks. During non-student periods employees will be allowed to rotate to the day shift. These times will be during Christmas Break, Spring Break, Summer Break and NEOEA Day.

In order to cover building events scheduled outside the day shift, afternoon shift employees on a rotating basis will cover building events. The employees shall be notified in advance of coverage times. Required events will first be covered by nightshift custodial/maintenance employee volunteers and failing the existence of volunteers for event coverage, by assignment on the basis of rotating inverse seniority.

By example an event scheduled for 4:00 p.m. until 7:00 p.m. would require an afternoon employee(s) to modify his day to end at 8:00 p.m. Modification of the afternoon shift employee(s) hours will extend his shift one hour after event is scheduled to conclude.

The high school afternoon custodial staff will schedule their work shifts so that two (2) employees will be on duty on the afternoon shift throughout break periods.

Finally, employees scheduled to work days outside Monday through Friday, will continue those days but be allowed to rotate to the day shift, if they desire. These employees are part of the rotation to afternoons for the days they are scheduled to work.

Notwithstanding the above language, the administration reserves the right to establish work schedules on the non-student workdays in order to meet operational needs determined by the administration. Employees who are hired to a specific shift or work week after the adoption of this language (July 1, 2003) shall not be subject to change of shift or hours unless mutually agreed between the affected employee and the employer.

**ARTICLE 41
SPECIAL EDUCATION PARAPROFESSIONALS**

- A. Special Education Paraprofessionals who service a single student client shall be maintained in active employment status during the temporary absence of the student client. If the absence of the student is permanent the special education paraprofessional shall be subject to lay-off, and if desired, to their bumping rights in accordance with Article 20 – Lay-off and Recall, of this negotiated Agreement. Failure to bump will not disrupt their right of recall.
- B. When the absence is temporary, the special education paraprofessional shall be continued in active employment status by either: re-assignment to assist other students within his/her assigned building or temporary re-assignment to other schools in the District, including assignment by Building Principal.
- D. Special Education Paraprofessional may also be assigned to tutor the student in the student's home or a neutral site, if agreed by the affected aide/attendant, and if after review the site is deemed safe and a parent or guardian will be present.

- D. Transfers: Employees may be transferred by management if the transfer is agreed to by all affected parties (management, the union & affected employees). Each case shall be reviewed by a designee from labor and management on an individual basis.

ARTICLE 42 TRANSPORTATION

A. Annual Routes

1. Annually, drivers shall return to their routes and kindergarten runs driven from the previous school year. If a reduction in kindergarten runs occurs in any given year, the reduction will be based on kindergarten seniority only. Any vacated or new bus routes shall be awarded according to seniority to those interested drivers.
2. The administration will try to get bus runs placed on the August Board of Education meetings by rolling over in August the bus driver runs from the previous year. Adjustments for drivers will be made in October of each school year to accommodate changes in driving time.
3. If a kindergarten half run is necessary, it will be paid at driver's hourly rate.
4. If drivers have to work more than their regularly scheduled day, when there are no substitute drivers, regular drivers will be compensated for a minimum of one-half hour at their regular rate of pay.

B. Special Trips

1. A roster is to be maintained and posted each Monday by 9:00 a.m. Trips are to be awarded on a rotating basis, starting with the most senior driver. All drivers not desiring a trip have the option of deleting their name from the list by the close of the business day on Friday for the following week.
2. Trips that require an assigned driver involving vehicles other than buses, shall be offered to members already employed in Classification Delivery Driver before being posted for all drivers. Available regular drivers will have first choice for special trips.
3. Trips that need to leave before regular drivers are available may be given to available substitute drivers.
4. There shall be no trading of special trips. In case of an emergency (i.e., death or illness in the family), the trip shall be reassigned to the next person on the list.
5. If a trip is canceled and later rescheduled, that trip should be awarded to the originally assigned driver, providing it does not interfere with a run scheduled to that driver in the interim.
6. All trips will be paid from 15 minutes before scheduled leave time to 15 minutes after the bus is in the garage for cleanup.
7. If a larger capacity bus is needed for a trip, arrangements will be made.

8. Three (3) fair share trips may be required by each driver during each school year. Fair share trips will not be assigned if an available regular driver has bid on the run or if a substitute is available. The supervisor will attempt to accommodate drivers with prior commitments.
9. The bus driver may leave the site area after notification has been given to the supervisor in charge of the activity. The bus driver will carry a bus garage cell phone with them at all times while on a special trip. The driver will inform the supervisor of the phone number so communications can be maintained with the driver.
10. The supervisor is responsible for students who ride the bus to an activity and are not returning on the bus and will notify the bus driver of this change.
11. The district may use vans for special trips. If a van is used for a special trip, a bargaining unit driver shall be used to drive the van unless five (5) students or less are being transported on the van. In cases of five (5) or less students being transferred on a van for a special trip, a certified coach or adult group leader of the particular group may be used to drive the van. If a certified coach or adult group leader does not drive the van trip of five (5) students or less, then the trip shall be posted in accordance with the provisions in Article 42.

C. Summer Trips

Summer trips are to be considered as separate extra trips for all regular drivers and not counted as hours worked on the regular trip list. A separate roster should be used for this. When trips are assigned, it is the goal to get everyone equal trip time. A sign-up sheet will be posted for summer trips before the end of the school year and modified as the summer progresses.

D. Bus Repair

NCR forms should be used--one copy to the driver, two copies to the mechanic, and one *signed* by the mechanic upon completion of the designated work and returned to the driver for verification of the repair.

E. Licensing Costs

The Board shall pay for abstracts, the cost of license renewal above the cost for a regular driver's license, and all tests required as a condition of employment.

An employee who has been trained by the district for his/her CDL License shall be obligated to the Avon Lake City School District for one (1) year. An employee who does not complete his/her obligation will be required to reimburse the school district the cost of the training.

F. Insurance

The Board shall be responsible to maintain proper insurance on all buses being used on regular routes and extra trips.

G. Inspection and Fluid Levels

Drivers should check and clean when needed: windows, lights, directional signals, wheels, rims, and wipers. On a normal day-to-day basis, fluid levels are to be checked and maintained by the mechanic. Drivers will fuel their own buses.

H. Year-end Cleaning

Bus Drivers will be paid up to four (4) hours at their regular rate when they satisfactorily clean his/her bus at the end of each school year.

All drivers will abide by all federal/state laws and regulations related to CDL license regulations (Ohio Pupil Transportation) and drug testing.

CONSENSUS AGREEMENTS

NEW POSITIONS

When new positions are created, the Board will consult with the OAPSE President on the addition of the new position. (2006-2009)

EVALUATION PROCEDURES

OAPSE Local # 326 and the Avon Lake Board of Education agree to meet, in a labor management meeting, specifically to address the Evaluation procedures of the BOE. Both parties agree to come to a consensus agreement as to how Evaluations will be performed in the future, which may become part of the Agreement. (2006-2009)

EARLY RELEASE DAYS

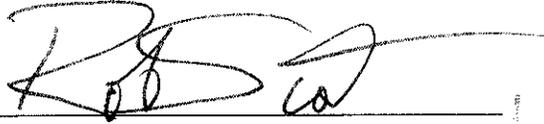
If D.A.C. supplies the number of early release days by August 1, of each school year, salary will be calculated minus these days. (2006-2009)

PONY DRIVER

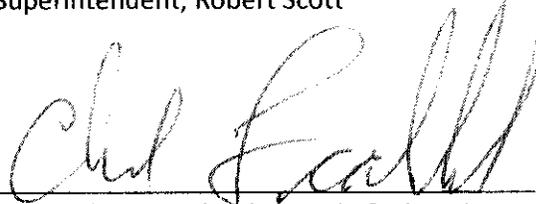
The district's Pony Driver may have a CDL in order to perform the work. The Job Posting/Description shall state: "CDL is preferred but not required." (2009-2012)

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed.

FOR THE BOARD OF EDUCATION

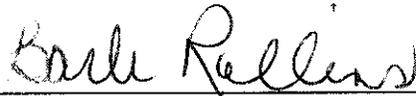


Superintendent, Robert Scott

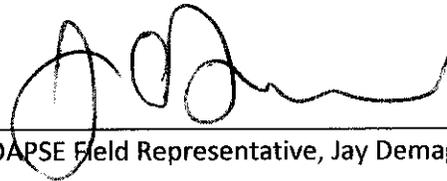


Avon Lake City Schools Board of Education
Chuck Froehlich, President

FOR THE ASSOCIATION



OAPSE Local 326 President, Barb Rollins



OAPSE Field Representative, Jay Demagall

9/10/09

Date

**AVON LAKE CITY SCHOOLS
CLASSIFIED EMPLOYEE SALARY SCHEDULES**

Classification Series I - Food Service

Assistant Cooks

Level	Index	2009-2010 School Year	2010-2011 School Year	2011-2012 School Year
1	1.00	11.81	0.00	0.00
2	1.01	11.93	0.00	0.00
3	1.02	12.05	0.00	0.00
4	1.03	12.16	0.00	0.00
5	1.04	12.28	0.00	0.00
6	1.05	12.40	0.00	0.00
7	1.06	12.52	0.00	0.00
8	1.07	12.64	0.00	0.00
9	1.08	12.75	0.00	0.00
10	1.10	12.99	0.00	0.00
11	1.11	13.11	0.00	0.00
12	1.12	13.23	0.00	0.00
15	1.13	13.35	0.00	0.00
18	1.14	13.46	0.00	0.00
20	1.15	13.58	0.00	0.00
25	1.16	13.70	0.00	0.00

Special Events - Paid at 1 1/2 regular hourly rate

**AVON LAKE CITY SCHOOLS
CLASSIFIED EMPLOYEE SALARY SCHEDULES**

Classification Series VIII - Custodial/Maintenance

CUSTODIAL AIDES

Level	Index	2009-2010 School Year	2010-2011 School Year	2011-2012 School Year
1	1.06	12.52	0.00	0.00
2	1.08	12.75	0.00	0.00
3	1.10	12.99	0.00	0.00
4	1.12	13.23	0.00	0.00
5	1.14	13.46	0.00	0.00
6	1.16	13.70	0.00	0.00
7	1.18	13.94	0.00	0.00
8	1.20	14.17	0.00	0.00
9	1.22	14.41	0.00	0.00
10	1.26	14.88	0.00	0.00
11	1.28	15.12	0.00	0.00
12	1.30	15.35	0.00	0.00
15	1.32	15.59	0.00	0.00
18	1.34	15.83	0.00	0.00
20	1.36	16.06	0.00	0.00
25	1.38	16.30	0.00	0.00

**AVON LAKE CITY SCHOOLS
CLASSIFIED EMPLOYEE SALARY SCHEDULES**

Classification Series I - Food Service

Head Cooks

Level	Index	2009-2010 School Year	2010-2011 School Year	2011-2012 School Year
1	1.140	13.46	0.00	0.00
2	1.155	13.64	0.00	0.00
3	1.170	13.82	0.00	0.00
4	1.185	13.99	0.00	0.00
5	1.200	14.17	0.00	0.00
6	1.215	14.35	0.00	0.00
7	1.230	14.53	0.00	0.00
8	1.245	14.70	0.00	0.00
9	1.260	14.88	0.00	0.00
10	1.290	15.23	0.00	0.00
11	1.305	15.41	0.00	0.00
12	1.320	15.59	0.00	0.00
15	1.335	15.77	0.00	0.00
18	1.350	15.94	0.00	0.00
20	1.365	16.12	0.00	0.00
25	1.380	16.30	0.00	0.00

Special Events - Paid at 1 1/2 regular hourly rate

**AVON LAKE CITY SCHOOLS
CLASSIFIED EMPLOYEE SALARY SCHEDULES**

**Classification Series VI - Copy Center
Classification Series II - Delivery Driver
Classification Series VII - Office Assistants**

Level	Index	2009-2010 School Year	2010-2011 School Year	2011-2012 School Year
1	1.17	13.82	0.00	0.00
2	1.19	14.05	0.00	0.00
3	1.21	14.29	0.00	0.00
4	1.23	14.53	0.00	0.00
5	1.25	14.76	0.00	0.00
6	1.27	15.00	0.00	0.00
7	1.29	15.23	0.00	0.00
8	1.31	15.47	0.00	0.00
9	1.33	15.71	0.00	0.00
10	1.37	16.18	0.00	0.00
11	1.39	16.42	0.00	0.00
12	1.41	16.65	0.00	0.00
15	1.43	16.89	0.00	0.00
18	1.45	17.12	0.00	0.00
20	1.47	17.36	0.00	0.00
25	1.49	17.60	0.00	0.00

**AVON LAKE CITY SCHOOLS
CLASSIFIED EMPLOYEE SALARY SCHEDULES**

**Classification III - Mechanics
(Asst. Mechanic)**

**Classification Series VIII- Custodial Maintenance
(Maintenance, Custodian)**

Level	Index	2009-2010 School Year	2010-2011 School Year	2011-2012 School Year
1	1.360	16.06	0.00	0.00
2	1.390	16.42	0.00	0.00
3	1.420	16.77	0.00	0.00
4	1.450	17.12	0.00	0.00
5	1.480	17.48	0.00	0.00
6	1.510	17.83	0.00	0.00
7	1.540	18.19	0.00	0.00
8	1.570	18.54	0.00	0.00
9	1.600	18.90	0.00	0.00
10	1.660	19.60	0.00	0.00
11	1.690	19.96	0.00	0.00
12	1.720	20.31	0.00	0.00
15	1.750	20.67	0.00	0.00
18	1.780	21.02	0.00	0.00
20	1.810	21.38	0.00	0.00
25	1.840	21.73	0.00	0.00

AVON LAKE CITY SCHOOLS
CLASSIFIED EMPLOYEE SALARY SCHEDULES
Classification Series IV - Paraprofessionals

Level	Index	Paraprofessional			Paraprofessional + Test		
		2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
1	1.080	12.75	0.00	0.00	13.08	0.00	0.00
2	1.100	12.99	0.00	0.00	13.32	0.00	0.00
3	1.120	13.23	0.00	0.00	13.56	0.00	0.00
4	1.140	13.46	0.00	0.00	13.79	0.00	0.00
5	1.160	13.70	0.00	0.00	14.03	0.00	0.00
6	1.180	13.94	0.00	0.00	14.27	0.00	0.00
7	1.200	14.17	0.00	0.00	14.50	0.00	0.00
8	1.220	14.41	0.00	0.00	14.74	0.00	0.00
9	1.240	14.64	0.00	0.00	14.97	0.00	0.00
10	1.280	15.12	0.00	0.00	15.45	0.00	0.00
11	1.300	15.35	0.00	0.00	15.68	0.00	0.00
12	1.320	15.59	0.00	0.00	15.92	0.00	0.00
15	1.340	15.83	0.00	0.00	16.16	0.00	0.00
18	1.360	16.06	0.00	0.00	16.39	0.00	0.00
20	1.380	16.30	0.00	0.00	16.63	0.00	0.00
25	1.400	16.53	0.00	0.00	16.86	0.00	0.00

Level	Index	Paraprofessional/Associate Deg.			Paraprofessional/Bachelor		
		2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
1	1.080	13.42	0.00	0.00	13.75	0.00	0.00
2	1.100	13.66	0.00	0.00	13.99	0.00	0.00
3	1.120	13.90	0.00	0.00	14.23	0.00	0.00
4	1.140	14.13	0.00	0.00	14.46	0.00	0.00
5	1.160	14.37	0.00	0.00	14.70	0.00	0.00
6	1.180	14.61	0.00	0.00	14.94	0.00	0.00
7	1.200	14.84	0.00	0.00	15.17	0.00	0.00
8	1.220	15.08	0.00	0.00	15.41	0.00	0.00
9	1.240	15.31	0.00	0.00	15.64	0.00	0.00
10	1.280	15.79	0.00	0.00	16.12	0.00	0.00
11	1.300	16.02	0.00	0.00	16.35	0.00	0.00
12	1.320	16.26	0.00	0.00	16.59	0.00	0.00
15	1.340	16.50	0.00	0.00	16.83	0.00	0.00
18	1.360	16.73	0.00	0.00	17.06	0.00	0.00
20	1.380	16.97	0.00	0.00	17.30	0.00	0.00
25	1.400	17.20	0.00	0.00	17.53	0.00	0.00

AVON LAKE CITY SCHOOLS
CLASSIFIED EMPLOYEE SALARY SCHEDULES
Classification Series VIII- Custodial/Maintenance

Head Custodian - Elementary					Head Custodian - Middle School		
Level	Index	2009-10	2010-11	2011-2012	2009-10	2010-11	2011-2012
		School Year			School Year		
1	1.360	16.21	0.00	0.00	16.31	0.00	0.00
2	1.390	16.57	0.00	0.00	16.67	0.00	0.00
3	1.420	16.92	0.00	0.00	17.02	0.00	0.00
4	1.450	17.27	0.00	0.00	17.37	0.00	0.00
5	1.480	17.63	0.00	0.00	17.73	0.00	0.00
6	1.510	17.98	0.00	0.00	18.08	0.00	0.00
7	1.540	18.34	0.00	0.00	18.44	0.00	0.00
8	1.570	18.69	0.00	0.00	18.79	0.00	0.00
9	1.600	19.05	0.00	0.00	19.15	0.00	0.00
10	1.660	19.75	0.00	0.00	19.85	0.00	0.00
11	1.690	20.11	0.00	0.00	20.21	0.00	0.00
12	1.720	20.46	0.00	0.00	20.56	0.00	0.00
15	1.750	20.82	0.00	0.00	20.92	0.00	0.00
18	1.780	21.17	0.00	0.00	21.27	0.00	0.00
20	1.810	21.53	0.00	0.00	21.63	0.00	0.00
25	1.840	21.88	0.00	0.00	21.98	0.00	0.00

Head Custodian - High School				
Level	Index	2009-10	2010-11	2011-2012
		School Year		
1	1.360	16.56	0.00	0.00
2	1.390	16.92	0.00	0.00
3	1.420	17.27	0.00	0.00
4	1.450	17.62	0.00	0.00
5	1.480	17.98	0.00	0.00
6	1.510	18.33	0.00	0.00
7	1.540	18.69	0.00	0.00
8	1.570	19.04	0.00	0.00
9	1.600	19.40	0.00	0.00
10	1.660	20.10	0.00	0.00
11	1.690	20.46	0.00	0.00
12	1.720	20.81	0.00	0.00
15	1.750	21.17	0.00	0.00
18	1.780	21.52	0.00	0.00
20	1.810	21.88	0.00	0.00
25	1.840	22.23	0.00	0.00

**AVON LAKE CITY SCHOOLS
CLASSIFIED EMPLOYEE SALARY SCHEDULES
Classification Series II - Drivers**

Level	2009-2010 School Year	2010-2011 School Year	2011-2012 School Year
1	19.68		
2	20.46		
3	21.55		
4	23.17		
5	23.35		
6	23.52		
7	23.72		
8	23.89		
9	24.08		
10	24.26		
15	24.62		
18	25.11		
20	25.62		
25	26.13		

Special Trips 16.29
Minimum of 3 hours

Straight Driving Trips (2 1/2 min.hours/one way - Hourly rate per Salary Schedule)

Cancellations - Based on notification to Transportation Supervisor

2 hr. before trip	11.15
1 hr. before trip	13.39
At time of trip	15.62

STIPEND - Out of District (will be limited)

Lorain Co. JVS 2.92

Non-CDL Drivers (Vans & Cars) Regular Runs (per day rate)

50.47