



CONTRACT

11-MED-03-0273
1386-02
K30103
11/08/2013

BETWEEN

**AVON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**AVON LOCAL # 317
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

August 1, 2012 – JULY 31, 2015

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**ARTICLE 1
RECOGNITION CONTRACT**

1.1 Recognition

The Avon Board of Education, also known as the “Board,” hereby recognizes Ohio Association of Public School Employees, also known as the “Union,” as the sole and exclusive organization to represent and bargain for all classified personnel excluding all administrators, directors, supervisors, coordinators, and administrative assistants, secretaries and clerks to the central office and special education offices.

1.2 Contract

This contract is made between the Avon Board of Education, hereafter referred to as the employer and/or Board, and the Union. The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term employee or employees/personnel where used herein refers to all employees of the bargaining unit. The purpose of this contract is to enable employees covered by the contract to participate through Union representation in the establishment of the terms and conditions of their employment. This paragraph neither creates, expands, limits nor eliminates any rights or duties of the Board and Union as provided by law or in this contract.

1.3 Contract Duration

This contract between the Union and the Board is effective beginning August 1, 2012, and will terminate at midnight on July 31, 2015.

**ARTICLE 2
NEGOTIATING PROCEDURE**

2.1 The negotiations and dispute settlement procedures set forth in this article shall govern negotiations conducted between the Board and the Union and shall be the exclusive procedures to be followed by both parties.

Either the Board or the Union may initiate negotiations by letter of submission to the other party no earlier than January 15th, and no later than March 1st, in the year the present contract expires.

The first session of negotiations shall be held no later than March 15th, unless another date is otherwise mutually agreed upon. At the same time of submission, the party initiating negotiations shall serve notice to SERB.

The Board’s designated representatives and the Union’s designated representatives shall negotiate in good faith. “Good faith” requires that the Union and the Board be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared

process. The obligations of the Board and Union to meet for the purpose of formal negotiations does not compel either party to agree to a proposal or require the making of concessions.

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by other negotiators or members of either party so presented. Both sides agree to conduct themselves in a professional and non-personal manner. No final contract shall be executed without ratification by Union members and adoption by the Board.

However, negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties in negotiations.

2.2 Each party's negotiating teams shall be limited to three (3) members, including a chief negotiator. During the course of negotiations, either team may substitute its members at the table and/or bring an additional member to speak on a specific issue.

2.3 The parties shall meet at a location agreed upon prior to the beginning of negotiations. Negotiations shall be conducted during the work day without loss of pay and shall not exceed six (6) hours, unless both parties mutually agreed to an extension of time. All negotiation sessions shall be held in executive session. The chief negotiator of either party may temporarily recess the meeting for purpose of individual caucus at any time. The time of the caucus shall not exceed fifteen (15) minutes in length unless otherwise agreed to by both parties. In the event agreement cannot be reached on all issues submitted during the bargaining process or forty-five (45) days prior to the expiration of the contract, whichever is sooner, either party may declare impasse to resolve the outstanding issues. The declaring party shall notify the other party and make a direct request for assistance from the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator shall have no authority to recommend or bind either party to an agreement. The mutually agreed alternative dispute resolution adopted herein supersedes and replaces the settlement procedures set forth in ORC 4117.14.

2.4 As negotiated items are agreed upon, they shall be reduced in writing and initialed by each party. This initialing shall be construed as a tentative agreement by both parties on that item or issue. Tentatively agreed upon items may be renegotiated by mutual agreement of the parties prior to final agreement.

Upon final agreement, the transcript shall be reviewed for accuracy by the negotiating teams. The final negotiated contract will then be recommended for ratification and adoption by the members or both negotiating teams. Upon ratification and adoption, the contract shall be signed by the president of the Union and the superintendent. The contract then shall be binding by both parties.

2.5 The parties agree that during the term of this contract, memorandum of understandings may be entered into to modify the terms of the contract. Any memorandum of understanding not incorporated into a successor contract, shall expire at the end of the contract.

**ARTICLE 3
COST OF FINAL CONTRACT**

The Board agrees to provide the equipment and pay for the cost of printing the master contract, not to exceed one hundred seventy-five (175) copies.

**ARTICLE 4
RIGHTS AND RESPONSIBILITIES OF THE BOARD**

4.1 The Union recognizes that the Board has the responsibility and the right to manage and decide, on behalf of the public, all of the operations and activities of the school district to the fullest extent authorized by law. The Union further recognizes that the superintendent is the chief executive officer and that the Board delegates to the superintendent/his designees, the responsibility to manage, direct, and develop the necessary procedures, rules, and regulations to implement the policies of the Board.

4.2 The superintendent and/or his designees shall direct, supervise, evaluate, and hire employees. The superintendent and/or his designees will suspend, discipline, demote, or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees.

4.3 It is the responsibility of the Board, superintendent, and designee to provide a safe work place with safe work practices and equipment. In the event an employee reasonably believes a situation is unsafe, the employee shall notify his supervisor, building principal and/or superintendent. The situation shall be immediately investigated. Safety equipment shall be provided and shall be worn as required. Union shall be entitled to appoint one (1) employee to serve as a member of the district safety committee which shall consist of a total of three (3) members.

4.4 Any employee charged with a criminal offense may be suspended from the employee's assigned position with or without pay until the matter is resolved. If suspended without pay, the employee will be first given a Loudermill meeting before the suspension. Any employee convicted of a criminal offense must notify the Board of the conviction no later than five (5) working days after the conviction. Failure to do so may result in a disciplinary action and/or termination.

4.5 All costs for criminal record background checks involving fingerprinting and drug testing, as required by law, will be paid for by the Avon Board of Education.

4.6 The Union will be furnished with a copy of the job description of each classification covered under the terms of this contract. Job descriptions shall be reviewed and updated, if necessary, annually. Prior to any change in a job description for a position covered under this contract, the Union shall be notified of such changes anticipated and the effective date of such change.

4.7 The Board shall defend and indemnify employees pursuant to ORC 2744.07.

ARTICLE 5
THE UNION'S RIGHTS AND RESPONSIBILITIES

5.1 Inasmuch as the Union is recognized as the sole organization representing classified personnel, the Board recognizes that, in order to effectively represent and communicate with members, certain services are necessary. The Board, therefore, authorizes the Union:

- A. To use the facilities of any building for meetings without fees upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized school activity in said building.
- B. To use Board-owned equipment including typewriters, calculators, duplication equipment and any audio/visual equipment which does not interfere with the operation of the school system. Any expendable supplies such as paper and duplicating masters will be supplied by the Union.
- C. To use the inter-school mail system in the school's office to distribute Union bulletins, newsletters, and other circulars.
- D. To use telephones in any building to carry out Union business. Any fees or toll call charges shall be reimbursed to the Board by the Union. These calls are not to be made at any time that interferes with duties assigned by the Board and administration.
- E. Upon notification to the building principal, representatives shall be allowed to call a meeting of Union members within the building, but not during the scheduled work hours.
- F. To allow the president of the Union or his designated official to visit schools. Upon his arrival, he shall notify the principal of his presence. Visits that are made to discuss special problems must be arranged mutually in advance with the principal. The visits to the school must not interfere with the duties assigned by the Board and administration.
- G. The right of paid release time for labor/management participation in labor/management meetings, grievance hearing and disciplinary hearings held during working hours.
- H. Any classified employee desiring to attend Union business meetings may do so in exchange for working "additional" hours and minutes as required to fully "repay" the system for the actual hours and minutes he is away from his work post while in attendance at such meetings. The principal/supervisor shall be notified at least 24 hours in advance of attendance at the meeting and will grant approval, unless

there is a scheduled activity in the building. If there is a scheduled activity in the building, one classified employee must remain on duty.

- I. Employees participating in negotiating committees duties will not be penalized either by a deduction in pay or by being required to make up the time.

5.2 The Union will be provided with the following upon request:

- A. Copies of all Board agendas and minutes (no cost) and financial reports upon request to the superintendent by the president of the Union.
- B. Copies of the following forms: appropriations, budgets, training and experience grids. Such copies shall be given to the president of the Union or the building representatives as soon as is feasible after such forms are filed with the agency required by law.
- C. Upon request for a specific item, any other data or documents which are not prohibited by law and which will assist in developing intelligent, accurately informed and constructive programs for members, together with other available information which may be necessary to formulate programs or process grievances. Documents not readily accessible and exceeding ten (10) pages shall be made available at current costs.
- D. Information concerning financial information as will assist in negotiations.
- E. A place on the agenda, if requested in writing one week in advance of all regular Board meetings, to be used by the Union to communicate with the Board.
- F. The Union communication from the Board office will be given to the designated building representatives for their distribution.
- G. A specific area (i.e. bulletin board) shall be made available by the building principal so that the Union may post official notices and communications. No political endorsements or matter of similar nature may appear on this board.

5.3 **No Strike, No Lockout.** There shall be no strike, no lockout, no slowdown, or no work stoppages or other similar actions suggested or engaged in by the Board, the Union, or its officers and members, during the term of this contract.

However, the above shall not apply when an employee fears for his personal health, welfare, and safety. In this instance, the employee must report his absence to his supervisor, building principal, superintendent, stating the reason for not reporting for duty. Such employee shall suffer no form of coercion, intimidation, or reprisal for his failure to report to work. If the employee follows this procedure, he will be compensated for such days not in attendance.

5.4 AFSCME People. The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

5.5 Bulletin Board/In-House Mail. The Union may use designated bulletin board space in every school building to post and remove notices of the Union activities and matters of concern. Union representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities. Any item may be posted unless the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the district.

5.6 Orientation. The Union shall be permitted equal time at any In-Service Orientation Session(s) to communicate with bargaining unit members regarding Union business benefits.

5.7 The Union president or grievance chairperson or OAPSE field representative may, without loss of pay and from time to time in the exercise of good judgment, when such is deemed necessary for the execution of Union duties, be permitted to contact employees at their job location. Every effort will be made to not disrupt or interfere with work performance.

5.8 The Union shall be granted paid Union leave time, not to exceed a unit total of three (3) days per year. This shall be in addition to three (3) duly elected delegates to the Annual State Union Convention. Delegates shall not be from the same classification, unless substitutes are available and with approval of the superintendent/designee.

5.9 Union Security, Dues/Fees Deductions. All employees of the bargaining unit shall become either:

- A. A member of Ohio Association of Public School Employees, local #317 and execute an authorization for dues deduction on a form provided by OAPSE, or;
- B. In the alternative, the Board treasurer shall deduct from the salaries of the employee(s) not applying for membership, a service fee in the amount set forth in written notification by the local treasurer. Such notice to be provided not later than September 5th of each school year.
- C. Any employee of the bargaining unit who has been declared exempt for religious convictions by the State Employee Relations Board 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 Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall

furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such employee to the same sanctions, as would non-payment of Union dues under the contract.

- D. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues.
- E. All bargaining unit members shall either authorize payroll deductions for the payment of dues or remit payments, in full, directly to the local treasurer.
- F. Such deductions shall be made in equal installments beginning with the first pay in October and divided by the number of pays an employee receives. Signed payroll deduction authorizations executed by the members shall be continuous from year-to-year for the duration of the term of recognition of Local #317 as the bargaining representative or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the Fair Share Fee. An employee may withdraw membership during a ten (10) day period from August 22nd through August 31st. Should a member withdraw during the withdrawal period, the Board treasurer shall then deduct according to Section 22 - Dues Deduction.
- G. Payroll deductions shall occur immediately upon request or, in the case of new employee(s), following the probationary period.
- H. The Board treasurer shall notify the OAPSE State Treasurer of the gross salary of the employee based on W-2 information and the amount of dues or service fee to be deducted. The Board treasurer shall forward to the OAPSE State Treasurer the amount of the State dues/fees, along with a complete description, by name and amount, for each employee. A copy of this description shall be forwarded to the local treasurer. The Board treasurer shall make a one-time deduction, the first pay in October, of Local #317 dues/fees and forward same to the local treasurer within five (5) days of the deduction.
- I. The Union shall defend and indemnify the Board, the treasurer, their officers, members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board, its officers, member employees, and/or agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of and appointments of legal counsel for defense and indemnification purposes.

**ARTICLE 6
LABOR MANAGEMENT COMMITTEE**

6.1 The Board or its designated representative and the Union or its designated representative agree to meet and discuss matters of contract application, safety, and other issues pertaining to the working situation but not included in this contract.

6.2 A meeting may be called by any classification or by the administration for the purpose of sharing information or solving problems not covered by the contract.

**ARTICLE 7
INDIVIDUAL RIGHTS**

7.1 The Board and Union agree that all members of Union are entitled to full rights of citizenship, regardless of race, age, color, creed, disability, national origin, religion, marital status, political persuasion, or sex. Members of the administration and Union shall take no action either overt or covert to harass, interfere, intimidate, or coerce members of this bargaining unit in performance of their duties or because of their race, age, color, creed, disability, national origin, religion, marital status, political persuasion, or sex. The Board and Union agree that all members have the right to participate in professional and civic organizations for their personal benefit and interest. The Board and Union agree that all members have the right to exercise constitutional rights of political involvement. The Board and Union agree that all members shall abide by Board policies in effect at the time of employment, and as provided in their individual contracts. The parties agree this contract supersedes any Board adopted policies in conflict.

**ARTICLE 8
COMPLAINTS AGAINST MEMBERS OF UNION**

Complaints of pupils, parents, and/or community members against a classified employee will be handled through the Avon school administrators. The building administrator or designated authority will attempt to resolve the problem with a conference between the involved parties. Either the employee or other party may seek recourse through the superintendent or his designee and then the Avon Board of Education. Said employee may be accompanied by a representative of the Union.

**ARTICLE 9
DISCIPLINARY PROCEDURE**

9.1 Discipline shall be imposed on employees only for just cause. An employee will not be disciplined publicly, except in cases of emergency.

9.2 The guidelines for progressive discipline shall normally follow the steps of oral warning, written reprimand, suspension without pay, and/or discharge from employment. Depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at the discretion of the superintendent/designee at any step.

9.3 Before suspending an employee without pay and/or discharge, the superintendent/designee shall provide the employee with a written Loudermill notice of violation(s).

9.4 Discipline involving warning and/or written reprimand, except in situations governed by Subsection 15.5, shall not be subject to the grievance procedure, but the employee may within ten (10) calendar days attach a letter rebutting the reprimand. Appeals of suspension/discharge shall be initiated at Level III of the Grievance Procedure within twenty (20) calendar days after initiation of the discipline.

9.5 This Article, pursuant to ORC § 4117.10 (A), shall take precedence and supersede ORC § 3319.081.

ARTICLE 10 CLASSIFIED GRIEVANCE PROCEDURE

10.1 Definitions for Article 10 only:

- A. A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this contract.
- B. A grievant shall mean a person or group of persons alleging that some violation, misinterpretation, or misapplication has occurred. A grievance alleged to be a group grievance shall have arisen out of like circumstances affecting two (2) or more classified employees.
- C. The grievant shall have the right to present his grievance free from interference, coercion, restraint, discrimination, or reprisal.
- D. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance.
- E. "Day" shall mean actual work days.

10.2 Rights of the Grievant or Grievants:

- A. A grievant at his sole choosing may appear on his own behalf or may be represented at any and all steps of the grievance procedure by the employee association.
- B. Decisions rendered at each formal level will be made in writing, setting forth the decision and the reasons therefore.
- C. The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for re-employment, recommendation for other employment; nor shall the grievant, the association or its officers or any

member of the Board or employee of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this procedure.

- D. All grievances shall be filed at the lowest possible level (I). The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- E. Nothing contained in the following procedure shall be construed as limiting the individual right of any employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- F. Hearings held under the procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the presentation of the grievance including written depositions.
- G. The association and administration shall exercise mature discretion in discussing any grievance matters.

10.3 Time Limits:

- A. In order that a grievance be processed as rapidly as possible, the number of days indicated at each Level shall be maximum. Every effort should be made to expedite the grievance; however, the time limits may be extended by mutual agreement of all the parties by written agreement.
- B. If a formal grievance (Level II) is not filed within five (5) working days of receipt of the supervisor's answer from Level I, the grievance shall be considered waived and the Board of Education and its administration shall not be required to process the grievance further.
- C. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at the step and further appeal shall be barred. The Board of Education and its administrators shall not be required to process the grievance further.
- D. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- E. In the event a grievance is filed at such time that it cannot be resolved during the yearly contract terms of the employee, further attempts at resolution shall continue throughout the summer months.

- F. The temporary absence of a principal, immediate supervisor, superintendent or his designee shall extend the running of the days during the absence for such principal, immediate supervisor, or superintendent, but in no case for more than five (5) additional working days.

Level I: Informal

Within ten (10) working days of the time the action or inaction complained of takes place, the employee will present and discuss the grievance with his immediate supervisor in an effort to solve the problem informally. Failure to do so constitutes a waiver of the grievance and the provision of 10.3 C shall apply. Within five (5) working days after the presentation of the grievance, the supervisor shall give his answer orally to the representative of his choosing.

Level II: Formal

If the grievance is not resolved at Level I, the employee or the Union representative may, within five (5) working days of receipt of the supervisor's answer, submit to the superintendent or his designee, a "written statement of grievance" signed by the employee. A copy shall be given to the supervisor involved at the time. The "written statement of grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all provisions of the contract alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the relief requested. Provisions in the contract not identified at this step may not be added later.

The superintendent or his designee shall give the Union representative an answer in writing no later than ten (10) days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the superintendent or his designee and the Union representative.

Level III

Within ten (10) working days of receipt of the written response of the Superintendent/designee, the grievant may request that the Union refer the grievance to arbitration by giving written notice to the Union president. The Union officers shall give a recommendation whether the grievance shall be arbitrated. No grievance shall be submitted to arbitration without the approval of the Union.

Within twenty (20) calendar days after receipt of the Superintendent/designee's written response, the Union shall file for arbitration with the American Arbitration Association. The arbitrator shall be selected from a panel provided by the American Arbitration Association. The arbitrator shall conduct a hearing in accordance with the rules and regulations of the American Arbitration Association and render a decision following said hearing. The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall have no authority or power to add to, subtract from, disregard, alter or modify any of the express terms of this contract. Relief for claims for improper payment of wages may be granted up to two (2) years prior to the date of the written filed grievance.

Where a party has not met the time lines, the arbitrator shall not award his/her decision to the party missing the time lines; and relief shall be granted to the party who has been timely.

Forms for processing grievances shall be made available through the administrative offices and designated building representatives of the Union.

The fees and expenses of the arbitrator shall be shared 50/50 by the Union and the Board of Education.

ARTICLE 11 LAYOFF

11.1 When it becomes necessary to reduce the number of employees in a job classification due to abolishment of a position, lack of funds, or lack of work, the layoff will be made under the procedure of this Article.

11.2 The number of people affected by a layoff will be kept to a minimum by not employing replacements insofar as practical if employees resign, retire, or otherwise vacate a position. The employment of replacements for some positions may be necessary, however, in the event that employees in the system do not possess the necessary licenses or qualifications for a position that needs to be filled.

11.3 For purposes of this article, all bargaining union members shall be placed in one of the following classifications based on their current assignment at the start of each school year:

- Custodian
- Groundskeeper
- Housekeeper
- Head Mechanic
- Assistant Mechanic
- Secretary
- Non-Public Secretary
- Athletic Secretary
- Teacher Aide
- Office Aide
- Media Aide
- Playground/Cafeteria Aide
- School Vehicle Driver
- Transportation Aide

EMIS Coordinator
Relief Driver
Monitor Aide

11.4 Seniority shall be defined as the length of service with the Board of Education in a particular job classification computed from the latest date of appointment to their present classification. Employees serving with “tenure” will be placed at the top of the list in descending order of seniority. Employees serving their probationary period will be placed on the list by seniority under the employees with “tenure.” Whenever it becomes necessary to lay-off employees in a classification by reason as stated in 11.1, the least senior employee in the classification shall be laid off first.

- A. Board-approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.
- B. If two (2) or more employees have same length of continuous service, seniority will be determined by:
 - (i) The date of the Board meeting at which time the employee was hired; or
 - (ii) If the employees were hired on the same date, then the employee first listed on the order of hire, as reflected in the Board minutes shall have more seniority than the employee next listed and so on.

11.5 Prior to any anticipated layoff, the superintendent shall advise the Union president as to why the layoff is deemed necessary and discuss the impact of contemplated layoff, what classifications are to be included, the extent of the anticipated layoff, and will provide the Union at the time with a list of the employees in the classification and the seniority of each employee so listed.

11.6 An employee affected by a layoff will be notified no less than thirty (30) days before the effective date of layoff.

11.7 Any employee affected by such reduction may displace a less senior employee within the same classification or a less senior employee within a previously held classification, as long as the employee meets the District’s mandate job qualifications. If an employee bumps into a previously-held classification, the employee shall be placed on the step that equals the total number of years of service.

11.8 Employees who are laid off shall be placed on a restoration list and shall have the right of restoration in the order of seniority of service in the District, if and when, positions become vacant or are created for which any of such employees are qualified. Probationary employees laid off during the term of their probationary period shall be required, upon restoration, to complete the remaining time of their probationary period.

11.9 Restoration rights for employees laid off shall commence upon the effective date of the layoff and shall continue through the next twenty-four (24) months.

11.10 Employees on the restoration list shall have the obligation to notify the superintendent/designee of their current mailing address. Notice of restoration shall be sent to the employee's last known address regular mail with a certificate of mailing. Notice is complete upon proof of mailing. The employee shall notify the superintendent/designee within twenty-one (21) calendar days from the date of mailing of the availability for such position. Failure of such notice by the employee within this time period is deemed to be a waiver of such employee's rights of restoration under this policy.

11.11 Should the 2003-04 transportation supervisor return to the bargaining unit as a bus driver, she shall return to the bargaining unit with 11 years seniority and be afforded the same rights all bus drivers have as per the contract. However, it is clearly understood that a transportation supervisor, in the case of an emergency or the inability to find a substitute can drive a bus.

ARTICLE 12 SUBSTITUTES

Substitute - An employee who is not regularly scheduled to perform duties for the Avon Local Schools and works on an intermittent basis to fill in for regular employees who are absent from work. Substitutes are excluded from and not covered by provisions of this contract.

ARTICLE 13 TEMPORARY ASSIGNMENT

When an employee (other than a substitute) is temporarily assigned by his administrative supervisor to a higher level job classification with a higher pay schedule for a period of four (4) hours or more, he shall be paid at his current experience level or closest to their step level on the higher pay schedule for the duration of such temporary assignment. This will be retroactive to the first hour worked in the temporary assignment.

ARTICLE 14 NEWLY CREATED POSITIONS

14.1 A position shall be deemed newly created when a substitute/temporary/extra help worker is employed on a regular basis in the same position for more than sixty (60) working days consecutively, excluding summer help. (Absence due to unforeseen or uncontrollable circumstances shall not hinder consecutive.)

14.2 The president of the Union must be notified of newly created positions, job description, and proposed salary scale prior to notification within the system.

14.3 Notification within the system shall be distributed to designated building representatives for their posting for presently employed/contracted personnel for a period of ten (10) calendar days.

14.4 Newly created bargaining unit positions shall be filled in accordance with Article 15 - Vacancies/Transfers.

ARTICLE 15 VACANCIES AND TRANSFERS

15.1 A vacancy shall be defined as a newly created position or an existing position that is unfilled and which the superintendent/designee determines to fill. If the superintendent/designee determines not to fill an existing position, the Union president shall receive written notice of the determination.

15.2 The Board of Education shall be responsible for the adoption of specifications, description of duties, responsibilities, requirements and desirable qualifications for each vacancy.

15.3 All vacancies shall be posted in a conspicuous place at the various work sites for a period of ten (10) calendar days. The posting shall contain the following information:

- A. final date for submission of a written application
- B. job descriptions may be examined at the central office

15.4 Employees not working during the period June 15th through August 20th will receive notice of postings during this time period by U. S. mail.

15.5 For the purposes of this article, a bargaining unit member shall be placed in one of the following classifications and within one of the following class series based on their current assignment at the start of each school year:

- I. Custodial
 - a. Custodian
 - b. Groundskeeper
 - c. Housekeeper
- II. Transportation
 - a. Head Mechanic
 - b. Assistant Mechanic
 - c. School Vehicle Driver
 - d. Relief Driver
 - e. Transportation Aide
- III. Secretarial
 - a. EMIS Coordinator
 - b. Secretary
 - c. Athletic Secretary
 - d. Office Aide
 - e. Non-Public Secretary
- IV. Aides
 - a. Teacher's Aides

- b. Media Aides
- c. Playground/Cafeteria Aides
- d. Monitor aides

15.6 Vacancies shall be filled with the most senior applicant from within the affected classification unless the superintendent/designee can demonstrate through written documentation that the applicant is not qualified based upon past job performance, evaluation, attendance, punctuality, and attitude in relation to staff, students and public. If the position is not filled by an applicant from the same classification, then the vacancy shall be filled by the senior most qualified applicant from the classification series (Article 15.5) If the District elects to fill a vacancy, the vacancy shall be filled within sixty (60) calendar days after the position was posted. This time frame may be extended by mutual agreement between the Board and the Union.

15.7 If the superintendent/designee denies an employee a right to a vacancy based on a written documentation herein, the employee shall have the right to file a grievance under Article 10. Should no employee within the affected classification or classification series (Article 15.5) apply, the vacancy may be filled by a qualified applicant from another classification. Should no employee from another classification apply, or no applicants from another classification meet the qualifications of the position, then the vacancy may be filled by an outside applicant.

15.8 If a current employee successfully transfers to a different classification position, that employee shall remain at least, at their same hourly rate of pay, but will have zero seniority for that classification.

15.9 **Probationary Period.** The provision of O.R.C. 3319.081 shall not apply. An employee shall be granted “tenure” after an employee has successfully served a “probationary” period of twelve (12) consecutive calendar months from the employee’s first day of work. An employee may be removed without cause and shall not be entitled to an appeal under the grievance procedure. During the probationary period the employee shall not have an expectancy of continued employment and may be removed for any reason.

ARTICLE 16 TRANSPORTATION

16.1 **Definitions:**

A. A. **Regular school vehicle driver:** A person employed by the school district who meets all state and local requirements and operates a vehicle that is owned or leased by the Board of Education and who is assigned to a regular school bus route.

B. **Regular run:** Is a daily scheduled timed (by Transportation Supervisor) bus route which time shall include fifteen (15) minutes per trip for pre-trip inspections, warm up, clean up, fueling, and/or other non-driver duties associated with transportation. A regular run shall be a minimum of four (4) hours.

C. Bidding List for Regular School Vehicle Drivers: A bidding list shall be established for regular school vehicle drivers based on seniority, beginning on the first day as a regular driver and continuing through the driver's uninterrupted continuous service.

D. Driver trainer: The driver(s) certified by the State to be trainer for the Avon Board of Education. These are the individuals authorized to provide initial or follow-up on bus instruction to a driver or driver trainee. If more than one training instructor is within the school system, training shall be done by rotation based on availability and willingness of the instructor.

E. Vacancies: A route will be bid by a regular route driver when:

A new route is created or an existing route becomes vacant. The Board shall post and fill all vacancies as per Article 15 of this contract, except that the posting time shall only be three (3) days. Prior to additional routes being added, the Board will attempt and give preference to all additional hours to the current routes. All new routes or vacant routes that are bid will state the closest approximate time of the route. A driver who has not completed all annual requirements to continue as a regular school vehicle driver will not have his/her name posted on the seniority list until the requirements are completed.

F. Seniority: Regular drivers hired prior to September 1, 2003, shall accumulate seniority from the date of hire as a regular driver or a substitute driver, whichever date came first for that employee. For regular drivers hired after September 1, 2003, their seniority starts the day the driver is hired as a regular school vehicle driver. If two (2) or more drivers are hired at the same Board meeting, seniority shall be determined by the seniority provisions in Article 11.6. An up-to-date seniority list shall be posted and maintained for regular school vehicle drivers. A regular school vehicle driver on a leave of absence shall maintain his/her position on the seniority list at the level the driver was when leaving for the leave of absence.

16.2 A. All vehicles transporting students on a regular route, extended time routes, and field trips shall be driven and offered to regular drivers.

B. The District may use a rental vehicle for up to three (3) field trips per school year that are more than one hundred twenty (120) miles one way. In such cases, District employees shall not be used. In all other cases, if a field trip is less than one hundred twenty (120) miles out of state one way, then in such event Avon may elect to use a charter bus. If a charter bus is used, then the driver that would have qualified for that field trip assignment will be paid the field trip rate, if the driver travels with the students on the charter bus.

C. If a special needs student cannot be transported by means of a regular run, then the District may transport the student by means other than a school bus, i.e. cab. The District may not use this provision to contract out other transportation services covered by Article 16.

D. If a school vehicle driver is staying overnight on a field trip the driver shall not be paid for eight (8) hours of time while the driver is resting. If the driver's rest time

is interrupted, then the driver shall be paid for that part of their rest time that has been interrupted.

16.3 A regular school vehicle driver's work day shall be four (4) hours per student day and three and one-half (3½) driving time. Included within the regular school vehicle driver's four (4) hours shall be pre-trip inspections, warm-up, clean-up, fueling, and/or any other non-driving duties associated with transportation. One pre-trip inspection of fifteen (15) minutes shall be conducted before the driver's a.m. run, and the other fifteen (15) minute pre-trip inspection shall be done prior to the driver's p.m. run. An additional paid fifteen (15) minute pre-trip inspection shall be conducted by the driver if the bus has been idle for more than two (2) hours, as per Ohio Revised Code.

16.4 Drivers under contract, working less than four (4) hours, shall be allowed fifteen (15) minutes per trip, per vehicle, to handle preparation and inspection duties.

16.5 New buses are assigned to routes as determined by the superintendent/designee.

16.6 A driver shall follow each route as it is written including the sequence of streets and stops. A route may be changed by a driver only after the change has been approved by the superintendent/designee and the route sheet has been rewritten. It is the duty of the regular school vehicle driver to have a written and updated bi-monthly accurate route sheets in the school vehicle and file cabinet at all times for the use by a substitute driver. The superintendent/designee will supply each regular school vehicle driver with an updated student rider list.

16.7 Routes may be re-evaluated during the school year to adjust routes, stops, destinations, and itineraries as needed to reflect further changes from anticipated student loads and to adjust for safety and road conditions, and to make other adjustments to accommodate the education program. Regular school vehicle drivers will be paid five (5) hours for completing route cards and seat assignments in a one-time payment no later than November 1st of each school year. All written routes and seating charts shall be turned in to the superintendent/designee no later than October 1st of each school year and immediately thereafter, whenever there is a change in route or student pick-up/assignment. Drivers and Bus Aides shall be notified of special needs students that will be present on their bus routes. The bus driver and/or aide shall be notified by the special needs supervisor of any specific requirements, exclusions, and special circumstances that apply to the transportation of the special needs student. Should the bus driver feel that an issue regarding a special needs student needs to be addressed, he/she shall notify the transportation supervisor, who will notify the Special Education Department.

16.8 Regular school vehicle drivers and bus aides under the FLSA will be paid the appropriate hourly rate for Board required paper work, attendance at workshops, district meetings and in-service meetings. A driver selected for drug testing will be paid a minimum of two (2) hours at their hourly rate of pay.

16.9 Runs beyond the regular route and not a field trip will be considered extended time for regular drivers. Extended routes shall be paid at a minimum rate of thirty (30) minutes.

Extended routes shall be separately posted and awarded by seniority to a regular school vehicle driver. Regular school vehicle drivers wanting to drive the extended run shall submit in writing their request on or before August 15th of each school year.

Each senior driver will receive only one extended time route until all the regular school vehicle drivers have chosen or refused an extended time route. A regular school vehicle driver may have more than one extended time run.

16.10 Midday kindergarten runs shall be considered as an extended time route and shall be assigned by seniority off a posted Kindergarten List. Regular school vehicle drivers wanting consideration for kindergarten run shall submit in writing their request on or before June 1st of each school year.

Each kindergarten regular school vehicle driver shall have one regular school vehicle driver to assist with students during the first four (4) days of kindergarten of each school year. The assisting regular school vehicle drivers will be assigned by rotation off a posted list, starting with the most senior regular school vehicle driver during the first four (4) days of each school year. Regular school vehicle drivers wanting consideration for appointment to a kindergarten run during the first four (4) days of school shall submit in writing their request on or before June 1st of each school year.

16.11 Any runs requiring a substitute driver shall be offered to the regular school vehicle drivers interested in substituting as long as the route does not conflict with the regular school vehicle driver's assigned route. Substituting by regular school vehicle drivers will be done by seniority rotation off the appropriate list.

16.12 Meetings: All regular school vehicle drivers are required to attend the first organizational meeting of the school year, which shall take place within three (3) weeks prior to the opening of school. At the discretion of the superintendent/designee or request of the drivers, future meetings may be held during the year. These meetings may be mandatory or voluntary. If mandatory, the regular school vehicle driver shall be paid the appropriate hourly rate.

16.13 All approved field trip assignments will be made by the superintendent/designee. The following guidelines will be followed:

- A. There shall be four (4) seasonal field trip lists and all seasonal lists will be posted and will be separated into two (2) lists, one for school day trips and one for after school/weekend trips with the exception of the summer. The summer will only have one list. The seasons will be defined as follows:
 - (i) Fall: first day of school through October 31st. Regular school vehicle drivers shall sign up in writing on or before August 15th of each school year.

- (ii) Winter: November 1st through March 14th. Regular school vehicle drivers shall sign up in writing on or before October 15th of each school year.
 - (iii) Spring: March 15th through the last day of school. Regular school vehicle drivers shall sign up in writing on or before March 1st of each school year.
 - (iv) Summer: First day of vacation through the last day of vacation. Regular school vehicle drivers shall sign up in writing on or before May 15th of each school year.
- B. Field trips will be posted at least five (5) work days in advance and assigned in a rotating manner by seniority according to the relevant seasonal sign-up list.
 - C. Field trips that occur during a regular school vehicle driver's assigned scheduled route and which exceed six (6) hours will be offered to regular school vehicle drivers in accordance with the seniority rotation and the relevant seasonal field trip list. The drivers will be paid their regular hourly rate for the time they would regularly be driving.
 - D. In the event there is a need to reduce the number of vehicles for a trip, seniority will determine who drives. The option of taking the trip or not will be done by seniority. If the trip cancellation fee does not apply, the driver losing the trip will get the next new trip to be assigned.
 - E. If a trip is canceled, the driver will receive the trip cancellation fee, if applicable. If the trip cancellation fee is not applicable, the driver will receive the next new trip to be assigned.
 - F. Field Trips that are longer than six (6) hours may be split into two separate trips. If the district decides not to split the trip, then in such event the driver shall stay with the bus. Arrival and departure times for the trips shall be posted as with the trip itinerary. Trips less than six hours in duration shall not be split

16.14 Any extra trip occurring on a holiday and/or a Sunday (as defined by this agreement) will be paid at the trip rate in addition to the driver's regular daily rate of pay. In case of cancellation, the driver will be assigned the rescheduled trip or the next available trip.

16.15 A bus mechanic or an assistant will be available with a communication device during regular and extended runs.

16.16 Protective gear as required by state and local safety regulations shall be provided to all buses. Necessary clean-up supplies will be provided to regular school vehicle drivers upon request. All buses shall be equipped with a communication device.

16.17 All regular school vehicle drivers will receive within two (2) weeks, when possible, of the opening of each school year, a list of students with medical problems, to insure treatment is sought in case of an emergency.

16.18 The Board will pay the following for regular school vehicle drivers:

- A. Annual regular school vehicle driver's physical, if required.
- B. Regular school vehicle driver's abstract fee.
- C. State mandates involving special or additional training and changes in re-certification of regular school vehicle drivers.
- D. The initial commercial drivers license (CDL) and pre-service classes for new regular school vehicle drivers only. Reimbursement will be made after hiring and the regular school vehicle driver has forty (40) hours of driving time with the district. New regular school vehicle drivers requiring re-testing of skills and driving due to failure of initial test, will be responsible for re-test cost.
- E. All fees and time associated with criminal background check and fingerprinting of a regular school vehicle driver.
- F. All fees and time associated with drug testing of a regular school vehicle driver.
- G. Appearance in traffic court or before the magistrate shall be paid at the regular school vehicle driver's hourly rate when subpoenaed to appear in regard to a school bus violation reported by the regular school vehicle driver.

16.19 All regular school vehicle drivers shall obey the Ohio State Motor Vehicle Laws and Regulations as well as all Avon Local Board of Education rules and regulations of transportation. All regular school vehicle drivers must report any and all traffic convictions and DUI arrests within five (5) working days after the conviction or arrest. Loss of driving privileges, uninsurability, and minor traffic violations may be subject to discipline under this contract.

16.20 The position of bus aide shall be on an hourly basis. Duties of the bus aides are to ride and assist with a student(s) who may need additional assistance. Hours are to be contingent upon the need for the particular school year. Bus aides shall be entitled to a minimum of two (2) hours paid time per trip. Where necessary, additional safety equipment may be provided.

16.21 Initial startup cleaning prior to school starting and after school ends shall be paid at the rate of Twenty Dollars (\$20.00). Monthly bus washes will be paid at the rate of Seventeen Dollars (\$17.00) per wash, twice per month September through May. Should a driver decline or be unavailable to wash his/her bus, it may be offered to another driver on a seniority rotation basis.

16.22 Should the District elect to fill the position of relief driver, the following conditions in addition to other applicable provisions of the Agreement (not in conflict herewith) shall apply.

- A. The relief driver shall work a minimum of four (4) hours per workday.
- B. The relief driver shall be paid at a rate equal to Step 0 bus driver rate.
- C. The relief driver shall accumulate seniority as a bus driver while they hold the relief driver's position.
- D. Should a relief driver be employed as a regular driver in the year they are a relief driver, they shall remain at Step 0. Should the relief driver be employed as a regular driver after having been a relief driver the previous school year for a minimum of one hundred twenty (120) days, they shall be placed at Step 1.

16.23 During non-contracted work days, the bus aide work shall be offered first to bus aides, then to bus drivers, both by seniority. Bus drivers doing bus aide work shall be paid at Step 0 of the bus aide rate. Bus aides shall be paid at their current rate.

ARTICLE 17

WORKING AGREEMENT WITH HEAD MECHANIC/ASSISTANT MECHANIC

17.1 Head mechanic/assistant mechanic shall have a valid CDL as required by law.

17.2 Head mechanic/assistant mechanic will be required to attend yearly seminars relating to maintenance and obtain documentation/certification of successful completion of said training. Mechanics will be paid according to Article 30.

17.3 Snow plowing of parking lots will be done by the head mechanic/assistant mechanic and grounds personnel. Plowing done during non-regular working hours will be paid at time and a half (1½), two (2) times on Sunday. Outside contracting is permitted. The superintendent/designee has the sole and exclusive authority to determine if snow plowing is necessary.

17.4 Head mechanic/assistant mechanic shall not be required to work under a bus or other vehicle when alone.

ARTICLE 18

EQUIPMENT/SUPPLY REPLACEMENT

18.1 If any employee uses his own tools and/or equipment, and such equipment is broken, lost or stolen during the performance of his duties, the Board of Education will replace the tool/equipment with equal quality.

18.2 Custodians and grounds/maintenance employees will be provided with a communication device chosen by the administration.

18.3 Each school bus shall be provided with a flashlight.

18.4 The Board will provide uniforms (winter/summer) for employees in the following classifications: custodians, housekeepers, mechanic/assistant mechanic, and grounds/maintenance. The uniforms will be provided at no cost to the employees. The employees will wear the uniforms at all times while on duty. Jackets will be provided for regularly scheduled bus drivers and bus aides. The Union shall have equal input into the selection of uniform style. Uniforms and jackets will remain the property of the Board. The uniforms will be cleaned by the District. The jackets will be maintained and cleaned by the employees. Employees may purchase, at District cost, a jacket. Damaged or lost apparel, not including reasonable wear and tear, are to be paid by the employee.

18.5 I.D. badges will be worn at all times by employees while on duty. Uniformed employees are not required to wear an I.D. badge. Bus drivers are required to have an I.D. badge and to wear it upon entering a building.

ARTICLE 19 SUCCESSORSHIP

This contract shall be binding and inure to the benefit of each of the parties hereto. In the event that the control of the operations or facilities of the Board transfers to another entity, the successor entity shall be bound by this contract and required to recognize the Union with respect to the facilities and bargaining unit personnel of the Board at the time of completion of transaction. This contract shall cover all future locations which the Board may operate during the term of this contract or any extension thereof.

ARTICLE 20 BARGAINING UNIT WORK/SUB-CONTRACTING

Avon Board of Education will use bargaining unit employees before utilizing outside contractors.

ARTICLE 21 SEVERABILITY

In the event there is a conflict between the provision of this contract and any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, the applicable federal or state law or valid rule or regulation adopted by a federal or state agency shall prevail as that provision. All other provisions of this contract which are not in conflict with any applicable federal or state law, or rule or regulation adopted by a federal or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

If during the term of this contract there is a change in any applicable federal or state agency law, valid rule or regulation pursuant thereto, which would invalidate any provision of

this contract, the parties will meet to negotiate any necessary change in this contract relative to the affected provision within sixty (60) calendar days by request of either party. If during the term of this contract there is a change in any applicable federal or state law, valid rule or regulation adopted by a federal or state agency pursuant thereto, which requires the Board to develop policies that affect the terms, conditions of employment, or working conditions, then the parties will meet to negotiate the additional term, condition of employment, or working condition, within sixty (60) calendar days by request of either party.

Laws pertaining to civil rights, unemployment compensation, workers' compensation, and SERS prevail over any conflicting provision of this contract.

ARTICLE 22 PAY CHECKS/PAYROLL DEDUCTIONS

22.1 The Treasurer shall provide all employees with twenty-six (26) equal pay plans and direct deposit at a participating Federal Reserve Financial Institution of their choice. The plan and financial institution the employee chooses must be submitted in writing to the treasurer and will continue yearly thereafter, unless written notice to the treasurer to change is submitted. Direct deposit receipts will be issued in accordance with the calendar submitted by the treasurer to each employee.

22.2 With proper written authorization the treasurer and the Board agree to deduct the following:

- A. Federal Income Tax
- B. Ohio State Tax
- C. Avon City Tax
- D. S.E.R.S.
- E. Hospitalization and Major Medical Insurance
- F. Dental Insurance
- G. Vision Insurance
- H. Tax Sheltered Annuities
- I. Credit Union of Lorain County School Employees
- J. United Appeal as outlined by superintendent/treasurer annually
- K. Avon School Educational Endowment Fund
- L. U. S. Savings Bonds
- M. R.I.T.A.
- N. Union Dues
- O. AFSCME People

P. Section 125 – Flexible Spending Plan

**ARTICLE 23
PERSONNEL FILES**

23.1 An employee may see his personnel file during normal working hours. The employee shall not remove the file from that office and shall return all articles to that file. All examinations will be done in the presence of the superintendent or treasurer and/or designee.

23.2 An employee may request in writing that copies for his personal use be made of any article in his file.

23.3 Nothing shall be placed in an employee's file unless a copy is also sent to that employee and the employee signs off, acknowledging that the document is being placed in his/her file. In the event the employee refuses to sign the document, a witness shall verify that a copy was given to the employee and the document will be placed in his/her personnel file.. This must be done within five (5) working days of placing the document in the file.

23.4 The employee has the right to respond in writing within ten (10) working days and have said letter attached to any item in the file except letters of recommendation (pre-employment).

23.5 For the purpose of evaluating the employee, only the material from the previous twelve (12) months shall be considered.

23.6 At the request of the employee, and unless otherwise required by law, derogatory and disciplinary materials will be removed from an employee's personnel file one (1) year after the date of placement, if no similar and/or related action has occurred.

**ARTICLE 24
INFORMATIONAL MEETINGS**

Up to three (3) days of paid leave may be granted to four (4) classified employees acting as representatives of the Union to attend informational workshops/seminars sponsored by the State of Ohio and held by S.E.R.S.

**ARTICLE 25
DEPARTMENTAL MEETINGS**

Meetings with the administration for announcements, exchange of information and/or in-service education, including state mandated in-service, will be scheduled. Unless otherwise stated in the announcement, attendance is not required. If attendance is required and so stated in the announcement, the employee shall be paid at his regular hourly rate of pay for all hours beyond the regularly scheduled work day, in accordance with Article 30.

**ARTICLE 26
CALAMITY DAYS**

On days when schools are closed due to public calamity such as snow, floods, etc., all employees will receive their regular pay rate. An employee may be called in to work by the superintendent/designee when schools are closed. If called in to work, the employee shall be paid at his regular rate for work performed in addition to Calamity Day pay. In the event the District is required by the State of Ohio to make up a calamity day or days, employees shall be required to work and the calamity pay they received as provided for above shall be deemed payment for hours worked on the make-up day(s). If the calamity make up day is on Saturday, and the employee has worked forty (40) or more hours during the work week, then the employee shall receive time and one half (1 ½) pay for work on Saturday.

**ARTICLE 27
EMERGENCY**

27.1 An employee called in to work by an administrator, police department, fire department or security firm at a time he is not regularly scheduled to work, shall receive a minimum of two (2) hours pay at time and a half (1½). Any additional time beyond two (2) hours shall also be paid at time and a half (1½) per Article 30.

**ARTICLE 28
SEVERANCE/ESTATE PAYMENT**

28.1 Classified employees who elect to retire, meet the legal requirements, and are accepted by the State Retirement Board shall receive a lump sum equal to one-third (1/3) of the accrued and unused sick leave to a maximum of eighty (80) days. This will be based on the employee's daily rate of pay at retirement, exclusive of overtime or supplemental pay. Payment for such leave on this basis will be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

28.2 In the event of the death of an employee, the estate shall receive the severance pay as provided under Article 28.1. In addition, the employee's estate shall be entitled to compensation at the employee's current rate of pay, or average daily rate if daily hours vary, for all unused vacation leave.

**ARTICLE 29
TRANSPORTATION/MILEAGE**

Classified employees authorized to use their personal automobile on behalf of the Board shall be reimbursed at the rate per mile as determined by the Internal Revenue Service as of July 1st each year plus the actual cost of parking and highway tolls, with necessary receipts.

**ARTICLE 30
EXTRA HOURS/OVERTIME**

Extra hours shall be defined as hours worked beyond the normal working day, including attendance at seminars and meetings related to that position. The position requiring extra hours shall be filled within that classification by available employees.

All hours worked in excess of regular contracted hours shall be compensated through pay as follows:

- A. One and one-half (1½) times the regular hourly rate for overtime work in excess of forty (40) hours, this is inclusive of holidays and calamity days. For the purposes of calculating overtime for the work week, the work week shall be defined as Sunday 12:01 am through Saturday, 11:59 pm., double (2) times the regular hourly rate shall be paid for work performed on Sundays, excluding any provisions in the agreement that say otherwise.

**ARTICLE 31
LUNCH HOURS/BREAK TIME**

31.1 During the 178/180 days of student attendance, all classified employees who work a minimum of six (6) hours shall have a thirty (30) minute unpaid lunch period.

31.2 All classified employees who work over four (4) hours, and for every four (4) hours worked, will be allowed a fifteen (15) minute break.

**ARTICLE 32
IN-SERVICE COMPENSATION**

32.1 If the Board/administration or immediate supervisor requires attendance of employees who are not scheduled to be on duty at the time set for the in-service meeting within the system, those employees will be paid in accordance to Article 30 for those hours required to attend.

32.2 The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any in-service program required of classified employees to attend.

**ARTICLE 33
PAID HOLIDAY AND HOLIDAY PAY**

33.1 The following holidays shall be paid to all twelve (12) month classified employees: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day and New Year's Eve.

33.2 Twelve (12) month employees will receive Christmas Eve; if the holiday would normally fall on a Saturday or Sunday, then the preceding Friday or following Monday will be declared to be the holiday.

33.3 Any employee required to work on a covered holiday will be paid in accordance with Article 30.

ARTICLE 34 VACATION SCHEDULE

34.1 Twelve (12) month employees shall have the following vacation schedule:

- 0 weeks vacation 1st year of employment
- 2 weeks vacation starting the 2nd year and going through 5 years of employment
- 3 weeks vacation starting the 6th year and going through 12 years of employment
- 4 weeks vacation starting the 13th year and going through 22 years of employment
- 5 weeks vacation starting the 23rd year and going through retirement/resignation

34.2 Vacations will be granted on a seniority basis. Vacation requests must be made at least one (1) week in advance of requested vacation leave, with prior approval of the superintendent/designee. Effective August 1, 2011, no more than five (5) days of vacation may be carried over from one year to the next without permission of the superintendent/designee. On August 1st of each year, any days beyond five (5) not used and not carried over will be paid to the employee at their daily rate in effect as of July. The superintendent/designee may grant vacation during the time frames noted below in the event an employee has an emergency.

- A. Employees shall not be permitted to take vacation two (2) weeks prior to the start of the student school year nor one (1) weeks after the start of the student school year. The Superintendent may grant vacation during this time in case of emergencies.
- B. Employees shall not be permitted to take vacation during the last one (1) week of the student school year nor one (1) week after the end of the student school year. The Superintendent may grant vacation during this time in case of emergencies.

34.5 After one year's service the employee's vacation time will be pro-rated to August 1st. From that date thru August 1st will be the date of time vacation will be figured. Employees who are hired prior to August 1st of any work year shall have their prorated vacation days posted, and available for use on August 1st. The prorate days shall be based on the monthly calculations of what the employee earned. Example, 2 weeks vacation divided by 12 months = monthly accumulated days. If an employee starts work in March, he/she shall be entitled to 5 months pro-rated vacation time, to be used on August 1st of that year.

34.6 The vacation calculation date shall be through July 31st of each year posted on August 1st. All vacation earned in the current year shall be calculated on the basis of the total months or years of continuous service completed through July 31st of the preceding year. Once an

employee receives his/her posted vacation days on August 1st, they may use the days immediately in full. Such vacation will be taken by employee prior to his/her final day of employment the employee may request such remaining vacation time to be paid to him in the final payroll check or by mutual agreement within sixty (60) days of resignation. If an employee resigns or is terminated at any time during the year, he/she shall forgo any earned vacation time he/she would have been titled to the next year, except employees who retire, and give a thirty (30) day notice prior to retirement they shall be eligible to receive any vacation time earned for the next year.

ARTICLE 35 PROFESSIONAL GROWTH

35.1 All classified employees are eligible for education assistance. An employee shall be employed by the Avon Board of Education for a minimum of six (6) months before becoming eligible for benefits under this program.

35.2 The courses of study shall be limited to those which have a relationship to the employee's work or those which tend to prepare an employee to upgrade to another position. It is not the intent of the Avon Board of Education to provide educational assistance for courses unrelated to the employee's field or those courses which provide a general education towards an academic degree in another field.

35.3 Prior to enrollment in any school or course of study, the employee must inform the superintendent/designee in writing. An official transcript or official written notification of acceptance from the institution's registrar's office must be filed with the treasurer no later than October 1st of the school year following the acquisition of the course hours. Payment will be made in the month of December.

35.4 The following limitations apply:

- A. Payment of Sixty Dollars (\$60.00) per semester hour to a maximum of nine (9) semester hours per school year, per employee.
- B. Expenditure is to be used solely for tuition, books, and mandatory fees.
- C. The school must be a recognized educational institution.
- D. The employee must complete and pass the course in order to be eligible for reimbursement.
- E. Employees will be reimbursed for expenses for approved professional leave workshops/seminars from an accredited agency, when possible.
- F. Payment for courses or training programs up to a maximum of five hundred forty dollars (\$540.00) per year, defined as January 1 to December 31. If the employee's costs for the course or training program is paid for by a grant or scholarship, then the District shall not be required to reimburse the employee.

35.5 Those employees involved with the daily care and or transportation of special need students will be provided with education in the form of in-service training covering material and relevant changes in the law.

35.6 Any employee that needs in-service training as required by law and/or the District shall be provided with such in-service training at no cost to the employee.

**ARTICLE 36
PICK-UP SCHOOL EMPLOYEES RETIREMENT SYSTEM**

The Board agrees to pick-up contributions to the School Employees Retirement System in an amount equal to each classified employee's contribution to S.E.R.S. in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the classified employee shall be treated as a mandatory salary reduction for the contract salary otherwise payable to such classified employee.

Sick leave, severance, vacation, supplemental and extended service pay, assault leave and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

**ARTICLE 37
FREE ADMISSIONS**

By showing his/her Avon employee identification badge, each employee shall have free admission to an event of the District that is on school property. In addition, a guest of the employee or the immediate family, who shall be defined as spouse or children, shall be admitted free of charge. In the event of a sellout of a District event such as a play or athletic event, or in the event of a state playoff/championship, the District reserves the right to deny free admission to an employee and his/her family or guest.

**ARTICLE 38
NEW PERSONNEL ORIENTATION**

The Avon administrator/designee is responsible for the orientation of all new classified employees.

**ARTICLE 39
HOSPITALIZATION, DENTAL INSURANCE AND VISION CARE**

39.1 The Board will pay ninety percent (90%) of the premiums for single and/or family coverage for all full-time classified employees who have a contract with the Avon Board of Education. The remaining percentage will be a deduct from the employee's payroll.

For full time employees hired after September 1, 2006, the Board will pay eighty percent (80%). The remaining percentage will be deducted from the employee's payroll.

The Board will pay fifty percent (50%) of the premium for single and/or family coverage for half-time classified employees who have a contract with the Avon Board of Education. The remaining percentage will be a deduct from the employee's payroll.

39.2 Full-time and half-time employees are hereby defined as follows:

Full-time An employee who works thirty (30) or more hours per week, thirty-six (36) weeks or more per year.

Half-time An employee who works twenty (20) hours per week but less than thirty (30) hours per week for thirty-six (36) weeks per year.

39.3 The healthcare coverages are as follows:

Avon Local Schools		
Effective 01/01/2013		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Age Child (HB1 allows for qualified dependents)	28 Removal upon End of Month	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period (does not apply to members under 19)	Initial Group Waiver, All Others: 6-9	
Lifetime Maximum	Unlimited	
Annual Benefit Period Maximum	\$5,000,000	
Benefit Period Deductible – Single/Family ²	\$200/\$400	\$400/\$800
Coinsurance	90%	70%
Per Inpatient Admit Deductible (Excluding Skilled Nursing and IP Mental Health and Substance Abuse)	\$100 per Admission (\$1000 Individual Maximum/ \$2000 Family Maximum)	None
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500/\$1,000	\$1,000/\$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$25 copay, then 100%	\$25 copay, then 70%
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law³	100%	70% after deductible
Routine Physical Exams ² (Age 18 and over)	100%	70% after deductible

Benefits	Network	Non-Network
Routine Mammogram (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible
Routine PSA, Cholesterol, Colorectal Cancer Screening Tests and Endoscopic procedures	100%	50% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period)	100%	50% after deductible
Prescription Drug – Oral Contraceptives Included ⁵		
Retail – 30 Day Supply	\$10 Generic / \$20 Formulary / \$40 Non-Formulary	
Home Delivery – 90 Day Supply	\$20 Generic / \$40 Formulary / \$80 Non-Formulary	
Outpatient Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy (Institutional & Professional – 40 visits per benefit period)	90% after deductible	70% after deductible
Occupational Therapy (Unlimited)	90% after deductible	70% after deductible
Speech Therapy (Unlimited)	90% after deductible	70% after deductible
Chiropractic Therapy (Professional Only – 20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ⁴	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room ^{4,5}	\$100 copay, then 100%	\$100 copay, then 70%
Emergency Services	90% after deductible	
Inpatient Facility		
Semi-Private Room and Board	\$100 per admission copay, then 100%	70% after deductible
Maternity	\$100 per admission copay, then 100%	70% after deductible
Skilled Nursing Facility – 100 days per benefit period	90% after deductible	70% after deductible
Additional Services		
Ambulance	\$50 copay, then 100%	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ and Tissue Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
InVitro Fertilization and Artificial Insemination (\$10,000 maximum per lifetime)	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health/Substance Abuse Services	Benefits paid based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse		

Note: Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and facility other providers will pay the same as non-network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. Three month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted.

⁵The copay applies to room charges only. All other charges are covered subject to deductible and coinsurance.

**Avon Local Schools
Dental Plan**

Benefitis	Network	Non-Network
Deductible		
Single	\$25	\$25
Family	\$75	\$75
Annual Maximum		
Per Member Per Year	\$1,500	
COINSURANCE		
Preventative	100%	100%
*Basic	90%	80%
*Major	60%	60%
Orthodontia		
Coinsurance*(up to age 19)	50%	50%
Ortho Lifetime Maximum	\$2,000	\$1,500

Note: Benefits will be determined based on medical and administrative policies and procedures. This document is only a partial listing of benefits.

- - plan pays after deductivle is met.

**Avon Local Schools
Vision**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	Same as Medical
Examinations	One per benefit period
Vision Examinations	100% per exam
Frames	One per two benefit periods
Basic Frames	\$200 per frame
Prescription Lenses	One per benefit period
Single Vision Lenses	\$200 per pair
Bifocal Lenses	100% per pair
Trifocal Lenses	100% per pair
Lenticular Single Lenses	100% per pair
Lenticular Bifocal Lenses	100% per pair
Lenticular Trifocal Lenses	100% per pair
Contacts Lenses	One per benefit period \$100 per pair
Medically Necessary	\$100 per pair
Cosmetic	\$100 per pair

Note: Benefits will be determined based on medical and administrative policies and procedures. This document is only a partial listing of benefits.

- 39.4** Upon retirement and/or separation, employees qualify for benefits as provided by C.O.B.R.A. at their own expense.
- 39.5** A section 125 flexible spending account shall be available to each bargaining unit member for premium conversion plan. IRS-approved care and reimbursement plans will be available. Participation in such account shall be at the option of each individual bargaining unit member. The Board shall pay such administrative costs as may be required by the plan.
- 39.6** The Union shall designate two (2) bargaining unit members who shall serve on a Health Care Committee. In addition, the Committee shall include representatives from the Avon Education Association (AEA) and the administration.

**ARTICLE 40
LIFE INSURANCE**

The Board will provide term life insurance for classified employees who have a contract with the Avon Board of Education at the rate of Three Thousand Dollars (\$3,000.00) of insurance for each One Thousand Dollars (\$1,000.00) of salary. There will be a ceiling of Fifty Thousand Dollars (\$50,000.00).

**ARTICLE 41
LEAVE OF ABSENCE**

After a classified employee has completed five (5) years of employment with the District, he or she may submit a written request to take an unpaid leave of absence for not more than two (2) school years. Such a request must be submitted in writing to the Superintendent/designee at least ten (10) calendar days prior to the date on which the employee wishes to commence his or her unpaid leave. The Superintendent has discretion to grant or deny the employee's request for an unpaid leave of absence. Upon return from leave, the employee resumes the contract status and seniority held prior to such leave. The District, however, reserves the right to assign said employee to a different school building than the employee was working prior to taking the leave of absence. The District has the right to lay off the classified employee who was hired exclusively for the purposes of replacing the employee when such employee returns from leave and the laid off employee shall have no right of recall.

**ARTICLE 42
MATERNITY/PATERNITY LEAVE**

Employees of the District shall be granted six (6) weeks of maternity/paternity or adoption leave, with pay, if they have sick days accumulated for that time, upon submitting a written request to the Board, accompanied by a physician's statement verifying the pregnancy and the expected due date or the official verification of approved adoption custody date.

Application for maternity/paternity leave shall be in writing thirty (30) days in advance of the first effective date of leave and shall state the anticipated date of return. Emergency situations will be dealt with individually and not necessarily subjected to the thirty (30) calendar day advance notice.

Paternity and/or adoption leave shall commence only after the delivery of the child. The return to service date shall be at the beginning of the next succeeding school year, or may be extended for one (1) additional year, if so requested in writing by the employee no later than March 15th.

Should the pregnancy result in the death of the child, an employee may request early return in writing and shall be re-employed thirty (30) calendar days after the request is received.

Hospitalization benefits may be continued at the expense of the employee by presenting a check for the prescribed monthly amount, in advance, to the treasurer's office.

Employees returning to active employment shall be reinstated to an assignment within their area(s) of classification and whenever possible, to the assignment held prior to the approved leave. The final decision of reassignment will be made by the superintendent.

The employee may elect to utilize her accumulated sick leave during her confinement due to pregnancy and the recuperation period up to paid six (6) working weeks. After the paid six (6) working weeks, sick leave will be paid only during the time period in which a physician

certifies the employee to be unable to perform her duties and responsibilities, and only to the extent of the number of days accumulated.

ARTICLE 43 SICK LEAVE

43.1 Classified employees under contract with the Avon Board of Education earn sick leave at a rate of one and one-fourth (1-1/4) days per month, fifteen (15) days per year. These sick leave days may be accumulated to a maximum of two hundred ninety (290) days.

43.2 If the classified 9/10 month employees do not use any sick leave from July 1st to June 30th, he shall be paid two (2) days' salary no later than the second pay in July. If he used one (1) or two (2) days sick leave, he will be paid one (1) day's salary no later than the second pay in July.

43.3 The following will be in effect for the classified 11/12 month employees: zero (0) days absent, three (3) days' salary; one (1) to three (3) days absent, two (2) days' salary paid not later than the second pay in July.

43.4 Sick leave with pay that has been accumulated by the employee may be used for the following purposes:

- A. Employee illness – for absence of the employee due to his illness, injury, pregnancy, or quarantine.
- B. Immediate family illness – for absence of the employee due to illness in the immediate family. For the purpose of this section, employee's immediate family is defined as wife or husband, mother, father, son, daughter, (or someone who stood in these relation's stead) and those relatives who permanently reside in the home of the employee and for whom guardianship is the employee's responsibility.
- C. Nonresident family illness – for absence of the employee due to illness of a mother, father, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson, granddaughter of an employee who does not reside in the home of the employee, if the employee provides a doctor's certificate setting forth the identity of the patient, the nature of the illness, the need for the absence of the employee, and is approved by the superintendent.
- D. Death – for absence of the employee due to death in the family. Death in the family of the employee or his spouse is defined to mean the death of the husband, wife, father, mother, son, daughter, sister, brother, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or someone who has stood in the stead of the mother, father, son, daughter. When an absence is

due to death in the family and is to exceed five (5) days, an employee may request and may be granted additional days from his accumulated sick leave.

- E. Sick leave shall be used in one-quarter (1/4), one-half (1/2) day, three-quarter (3/4), and full-day increments.
- F. Whenever a classified employee misses five (5) consecutive work days or more, the superintendent/designee will require that the employee request for leave be supported by the certification of a health care professional.

43.5 After an employee has exhausted his sick leave with pay, he may be granted sick leave of absence without pay or benefits for a period not to exceed two (2) years because of personal illness or injury, or illness or injury in the employee's immediate family (as defined above) upon written request supported by medical evidence. An employee on sick leave or sick leave without pay must keep the superintendent/designee informed on the progress of his illness or injury, or illness or injury in the immediate family, by submission of written updated report on a monthly basis unless incapacitated.

43.6 If a bargaining unit member exhausts his sick leave accumulation, another bargaining unit member may donate up to five (5) days of his accumulated sick leave to the absent employee. No bargaining unit member may receive more than an aggregate of forty-five (45) donated sick leave days in any one school year (July 1st - June 30th). Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer. Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating member. A day is a day regardless of the number of hours the employee works. Donors may contribute sick leave days only if they have a minimum of thirty (30) days of accumulated sick leave and may only contribute days in excess of those thirty (30) days.

43.7 Employees have a right under the family and medical leave act of 1993 to up to twelve (12) weeks of unpaid leave in a twelve (12) month period without loss of benefits.

ARTICLE 44 PERSONAL LEAVE

44.1 Classified employees are credited with three (3) days of personal leave at the beginning of each school year. This leave is not accumulative from year to year.

44.2 Unused personal days shall be converted at the end of each school year to one of two options: A) to sick leave days, or B) reimbursement at the hourly rate for Step 0 of that employee's position. Bargaining unit members will notify the Treasurer of their choice at the end of the school year on the "Personal Leave Conversation Form." Failure to notify the Treasurer by June 30th of each school year, the Treasurer shall automatically convert the unused days to sick days.

44.3 Employees shall submit a written request to the superintendent/designee on the prescribed form at least three (3) working days in advance, except in emergency situations.

44.4 Personal leave shall generally not be approved by the superintendent/designee for any day immediately preceding or following a vacation or holiday, or during the first or last week of school, but the superintendent/designee may waive these restrictions for extenuating and/or mitigating circumstances.

44.5 The employee may elect each day of personal leave with no reason except “personal” and it shall be approved. Personal leave may be used in quarterly increments of a full day.

44.6 An employee may request leave/deduct. It may be granted provided the following criteria has been met:

- A. All personal days have been exhausted.
- B. It is of an emergency nature.
- C. Reason for leave/deduct is in writing.
- D. Non-grievable if request is refused.
- E. Other reasons as they may occur.

ARTICLE 45 PROFESSIONAL MEETING

Employees are encouraged to attend professional meetings that contribute to the improvement of knowledge and skill directly related to their position with the Board. Upon approval of the superintendent, an employee shall be granted leave to attend or participate in professional activities which will enhance professional skills and qualifications. An employee shall be reimbursed for the actual expenditure up to the following rates: lodging, One Hundred and Fifteen Dollars (\$115.00); meals, Thirty-Five Dollars (\$35.00); miles at the current IRS rate as of July 1st of each year; and toll charges. Receipts shall be submitted upon return of the employee and a typewritten report of the meeting attended within ten (10) days of return to the superintendent. Reimbursement shall be made within thirty (30) calendar days of submission of the receipts.

ARTICLE 46 ASSAULT LEAVE

46.1 “Assault” means the causing of or attempt to cause physical harm to a classified employee by any person when such employee charges such person with an offense prohibited by title twenty-nine of O.R.C. Assault leave shall be granted to a classified employee who is unable to work, and therefore, is absent from his assigned duties because of physical and/or mental injury resulting from an assault. Said leave shall not be charged against sick leave earned under

Section 3319.141 of the O.R.C. Said employee shall be maintained on full pay status during such absence, up to a number of days to be determined by the attending physician.

46.2 A classified 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 Avon Board of Education, while on the Board premises or Board approved or sponsored activity/event, or in the course of transporting pupils to or from said premises, activity or event.
- B. Upon notice to the principal or immediate supervisor that an assault 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.
- C. 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/designee. The superintendent/designee may require a licensed physician's statement justifying the continuation of leave.
- D. An employee shall not qualify for continuation of assault leave until the assault leave form and any requested physician's statement have been submitted to the superintendent/designee. The superintendent/designee may request a one-time second opinion at Board expense. If the second opinion is different than the first opinion, then that opinion shall be the final opinion in the matter.
- E. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault leave.
- F. If the assaulted employee decides to file criminal charges against the person making a physical assault on the employee, such employee shall file the complaint with the appropriate court, and provide such reports as may be required to the office of the prosecutor.

ARTICLE 47 JURY DUTY

An employee shall be granted leave for jury duty upon proof of summons. If the employee called for jury duty is scheduled for afternoon or evening employment, he will not be expected to report for work during this time. When a bargaining unit member has been called to jury duty, the bargaining unit member shall not have those days deducted from any other type of leave. For the purpose of jury duty, a bargaining unit member who serves as a juror shall be granted the leave without loss of pay and shall not be required to remit jury duty pay to the Board.

**ARTICLE 48
MILITARY LEAVE**

Military leave(s) and right to re-employment upon completion of military service will be granted upon the terms and conditions and to the extent provided by O.R.C. 3319.085.

**ARTICLE 49
FORMAL EVALUATION**

Employees in the bargaining unit will be evaluated at least once between February through April to determine job performance and effectiveness.

Evaluations must be performed by the administration/designees who are not bargaining unit members. The evaluation will be reviewed with the employee. The employee may reply in writing, within ten (10) working days, to the evaluation. The completed evaluation will be sent to the central office for filing in the employee's personnel file, a copy will be issued to the employee.

Any negative evaluation shall include recommendations for improvement and provisions for assistance to the employee in implementing any recommendations. Any negative evaluations that are more than two (2) years old may be expunged after a conference with the superintendent or designee.

All such materials will be signed by the employee. The signing of such material does not necessarily mean that the employee is in agreement with the evaluation; signing is merely acknowledgment of having seen the evaluation. It does not indicate agreement or disagreement.

**ARTICLE 50
TUITION WAIVER**

The Avon Board of Education agrees to waive all tuition cost for the children (including adopted and/or foster) of a current bargaining unit member who resides outside of the Avon Local School District. Children must be registered by September 30th in order to qualify. Any employee hired after August 1, 2006, who resides outside of the Avon Local School District, shall not be allowed to enroll their children in the Avon Local School District.

**ARTICLE 51
BOARD-OWNED VEHICLES**

Vehicles shall be defined as the following: any motorized piece of equipment that is driven by any employee, i.e., riding mower, car, van, etc. All employees who drive Board-owned vehicles shall report any incident resulting in damage to such vehicles or its equipment or other property within twenty-four (24) hours of the incident to the administration.

**ARTICLE 52
CUSTODIAL**

52.1 Supplies and tools will be made accessible and replaced as needed. If a custodian uses his own tools and/or equipment and such tool or equipment is broken, the Board will replace that tool with equal or better quality.

52.2 Activities requiring custodial services after normal working hours will be offered to custodians of that building on a rotating basis from a building seniority list. If the building/grounds supervisor is unable to cover the assignment from within the system, he may cover the assignment from the sub-list.

52.3 When the performance of a specific work order creates a health and safety hazard for the occupants of the building, as determined by the custodian and building principal or administration, the work will be performed after the area has been cleared.

52.4 The administration may request additional help or require extension of regular hours for critical work periods created by natural disasters, vandalism, outside contractors, or fire. The employee shall be paid one and one-half (1½) time for all hours worked after forty (40) hours. When an individual building is temporarily closed due to snow, fire, water or other reason, personnel may be reassigned to other buildings.

52.5 The Superintendent/designee shall determine and assign employee(s) to special skilled and/or hazardous projects which are outside the employee's job description(s). If an employee is assigned to a special skilled and/or hazardous project, the employee(s) shall receive an additional Four Dollars (\$4.00) per hour above the employee's regular rate.

52.6 A custodian who is assigned to the second work shift shall be paid a shift differential premium of twenty cents (20¢) above the regular rate of pay for all hours worked during that shift schedule. For purposes of this Article, second shift starts at 2:00 P.M. 1st shift employees, regularly scheduled, shall not be eligible for the shift premium if their 1st shift goes beyond 2:00 p.m. However, should they be scheduled to work overtime past their regularly scheduled shift they shall receive the shift premium. An employee whose shift overlaps first and second shift shall receive the premium for any hours after 2:00 p.m.

52.7 At the direction of the superintendent/designee, custodians and grounds keepers will do snow removal of sidewalks and school entrances. Snow removal done during non-regular working hours will be paid at time and one-half (1½) and two (2) times on Sunday.

**ARTICLE 53
DISBURSEMENT OF STUDENT MEDICATION**

Parents of students that may require such medical treatment shall sign a disclaimer, absolving any employee(s) of liability for providing that treatment in good faith.

Employees may volunteer to administer shots or injections to students. Those volunteer

employees selected shall be provided with appropriate yearly training by the medical personnel. These employees shall receive a stipend of One Hundred Dollars (\$100.00) for training and Twenty-Five Dollars (\$25.00) for any shot or injection administered excluding EPI-PEN.

**ARTICLE 54
AIDES**

Extra time at the beginning and end of a school day that becomes available in a building shall be offered to aides in that school building by seniority, excluding aides to a particular student. The additional time will be offered no later than October 1st of each school year.

**ARTICLE 55
RETIRE/REHIRE**

Bargaining unit members who qualify for SERS retirement may retire and be rehired by the Board if the following conditions are met:

- A. Retiring employee must notify the Board ninety (90) calendar days, in writing, prior to retirement that he/she wants to participate in the program. The Board has the right to deny this request and the Board's decision shall not be subject to the grievance procedure.
- B. Should the Board approve the request, the Board shall determine the terms and conditions of reemployment.
- C. Should the Board elect to rehire an employee, the Union shall waive all requirements under the collective bargaining agreement that the position be posted.

**ARTICLE 56
WAGES**

Salaries for the 2012-2013 school year shall not be increased; for the 2013-2014 school year, salaries shall be increased one percent (1%); for the 2014-2015 school year, salaries shall be increased by one percent (1%). Bargaining unit employees shall receive a step increase for each year of the Contract as provided for in the Salary Schedules appended hereto, provided, however, the step increases shall be an increase over the employee's current step and not the step corresponding to the employee's length of service with the District.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and signed by their duly authorized representatives this _____ day of _____, 2012.

**FOR AVON LOCAL #317
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES**

**FOR THE AVON LOCAL SCHOOL
DISTRICT**

**ARTICLE 56
WAGES**

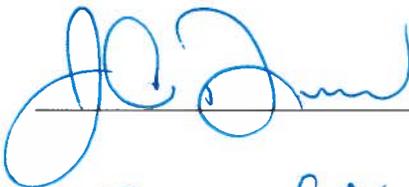
Salaries for the 2012-2013 school year shall not be increased; for the 2013-2014 school year, salaries shall be increased one percent (1%); for the 2014-2015 school year, salaries shall be increased by one percent (1%). Bargaining unit employees shall receive a step increase for each year of the Contract as provided for in the Salary Schedules appended hereto, provided, however, the step increases shall be an increase over the employee's current step and not the step corresponding to the employee's length of service with the District.

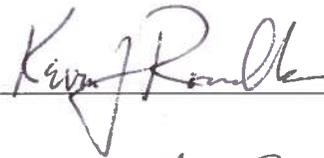
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and signed by their duly authorized representatives this 18th day of SEPTEMBER, 2012.

**FOR AVON LOCAL #317
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES**

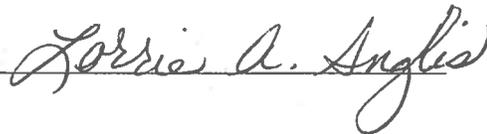
**FOR THE AVON LOCAL SCHOOL
DISTRICT**

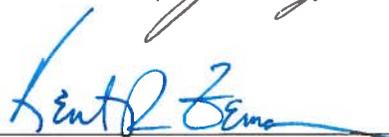












**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Custodian Day**

BASE PAY

	15.52	15.68	15.84
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	15.52	15.68	15.84
1	15.85	16.01	16.17
2	16.15	16.31	16.47
3	16.49	16.65	16.82
4	16.81	16.98	17.15
5	17.14	17.31	17.48
6	17.47	17.64	17.82
7	17.76	17.94	18.12
8	18.10	18.28	18.46
9	18.43	18.61	18.80
10	18.75	18.94	19.13
11	18.91	19.10	19.29
12	19.05	19.24	19.43
13	19.24	19.43	19.62
14	19.48	19.67	19.87
15	19.72	19.92	20.12
16	19.72	19.92	20.12
17	20.21	20.41	20.61
18	20.21	20.41	20.61
19	20.21	20.41	20.61
20	20.71	20.92	21.13
21	20.71	20.92	21.13
22	20.71	20.92	21.13
23	21.03	21.24	21.45
24	21.03	21.24	21.45
25	21.34	21.55	21.77

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Custodian Night**

BASE PAY

	15.77	15.93	16.09
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	15.77	15.93	16.09
1	16.10	16.26	16.42
2	16.40	16.56	16.72
3	16.74	16.90	17.07
4	17.06	17.23	17.40
5	17.39	17.56	17.73
6	17.72	17.89	18.07
7	18.01	18.19	18.37
8	18.35	18.53	18.71
9	18.68	18.86	19.05
10	19.00	19.19	19.38
11	19.16	19.35	19.54
12	19.30	19.49	19.68
13	19.49	19.68	19.87
14	19.73	19.92	20.12
15	19.97	20.17	20.37
16	19.97	20.17	20.37
17	20.46	20.66	20.86
18	20.46	20.66	20.86
19	20.46	20.66	20.86
20	20.96	21.17	21.38
21	20.96	21.17	21.38
22	20.96	21.17	21.38
23	21.28	21.49	21.70
24	21.28	21.49	21.70
25	21.59	21.80	22.02

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Groundskeeper**

BASE PAY

	14.98	15.13	15.28
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	14.98	15.13	15.28
1	15.30	15.45	15.60
2	15.64	15.80	15.96
3	15.98	16.14	16.30
4	16.33	16.49	16.65
5	16.69	16.86	17.03
6	17.06	17.23	17.40
7	17.43	17.60	17.78
8	17.90	18.08	18.26
9	18.15	18.33	18.51
10	18.42	18.60	18.79
11	18.58	18.77	18.96
12	18.75	18.94	19.13
13	18.92	19.11	19.30
14	19.17	19.36	19.55
15	19.39	19.58	19.78
16	19.39	19.58	19.78
17	19.79	19.99	20.19
18	19.79	19.99	20.19
19	19.79	19.99	20.19
20	20.18	20.38	20.58
21	20.18	20.38	20.58
22	20.18	20.38	20.58
23	20.49	20.69	20.90
24	20.49	20.69	20.90
25	20.79	21.00	21.21

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Head Mechanic**

BASE PAY

	20.05	20.25	20.45
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	20.05	20.25	20.45
1	20.08	20.28	20.48
2	20.52	20.73	20.94
3	21.02	21.23	21.44
4	21.53	21.75	21.97
5	22.04	22.26	22.48
6	22.42	22.64	22.87
7	23.11	23.34	23.57
8	23.67	23.91	24.15
9	23.95	24.19	24.43
10	24.25	24.49	24.73
11	24.33	24.57	24.82
12	24.50	24.75	25.00
13	24.55	24.80	25.05
14	24.71	24.96	25.21
15	24.85	25.10	25.35
16	24.85	25.10	25.35
17	25.27	25.52	25.78
18	25.27	25.52	25.78
19	25.27	25.52	25.78
20	25.70	25.96	26.22
21	25.70	25.96	26.22
22	25.70	25.96	26.22
23	26.12	26.38	26.64
24	26.12	26.38	26.64
25	26.54	26.81	27.08

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Asst. Mechanic**

BASE PAY

15.42	15.57	15.73
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STEP	12/13	13/14	14/15
	Hourly Rate	Hourly Rate	Hourly Rate
0	15.42	15.57	15.73
1	15.74	15.90	16.06
2	16.08	16.24	16.40
3	16.43	16.59	16.76
4	16.75	16.92	17.09
5	17.12	17.29	17.46
6	17.49	17.66	17.84
7	17.88	18.06	18.24
8	18.33	18.51	18.70
9	18.58	18.77	18.96
10	18.86	19.05	19.24
11	19.00	19.19	19.38
12	19.20	19.39	19.58
13	19.34	19.53	19.73
14	19.60	19.80	20.00
15	19.82	20.02	20.22
16	19.82	20.02	20.22
17	20.25	20.45	20.65
18	20.25	20.45	20.65
19	20.25	20.45	20.65
20	20.67	20.88	21.09
21	20.67	20.88	21.09
22	20.67	20.88	21.09
23	20.67	20.88	21.09
24	20.94	21.15	21.36
25	21.23	21.44	21.65

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Housekeeper**

BASE PAY

	13.48	13.61	13.75
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	13.48	13.61	13.75
1	13.78	13.92	14.06
2	14.05	14.19	14.33
3	14.34	14.48	14.62
4	14.63	14.78	14.93
5	14.92	15.07	15.22
6	15.20	15.35	15.50
7	15.50	15.66	15.82
8	15.80	15.96	16.12
9	16.08	16.24	16.40
10	16.36	16.52	16.69
11	16.50	16.67	16.84
12	16.66	16.83	17.00
13	16.80	16.97	17.14
14	16.99	17.16	17.33
15	17.22	17.39	17.56
16	17.22	17.39	17.56
17	17.66	17.84	18.02
18	17.66	17.84	18.02
19	17.66	17.84	18.02
20	18.08	18.26	18.44
21	18.08	18.26	18.44
22	18.08	18.26	18.44
23	18.37	18.55	18.74
24	18.37	18.55	18.74
25	18.64	18.83	19.02

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Media Aide**

STEP	BASE PAY		
	14.63	14.78	14.93
	12/13	13/14	14/15
	Hourly Rate	Hourly Rate	Hourly Rate
0	14.63	14.78	14.93
1	14.95	15.10	15.25
2	15.26	15.41	15.56
3	15.58	15.74	15.90
4	15.91	16.07	16.23
5	16.23	16.39	16.55
6	16.54	16.71	16.88
7	17.13	17.30	17.47
8	17.18	17.35	17.52
9	17.50	17.68	17.86
10	17.81	17.99	18.17
11	17.98	18.16	18.34
12	18.12	18.30	18.48
13	18.30	18.48	18.66
14	18.54	18.73	18.92
15	18.78	18.97	19.16
16	18.78	18.97	19.16
17	19.26	19.45	19.64
18	19.26	19.45	19.64
19	19.26	19.45	19.64
20	19.74	19.94	20.14
21	19.74	19.94	20.14
22	19.74	19.94	20.14
23	20.07	20.27	20.47
24	20.07	20.27	20.47
25	20.40	20.60	20.81

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Office Aide**

BASE PAY			
14.50 14.65 14.80			
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	14.50	14.65	14.80
1	14.75	14.90	15.05
2	15.04	15.19	15.34
3	15.28	15.43	15.58
4	15.56	15.72	15.88
5	15.82	15.98	16.14
6	16.08	16.24	16.40
7	16.35	16.51	16.68
8	16.61	16.78	16.95
9	16.88	17.05	17.22
10	17.15	17.32	17.49
11	17.28	17.45	17.62
12	17.40	17.57	17.75
13	17.55	17.73	17.91
14	17.73	17.91	18.09
15	17.94	18.12	18.30
16	17.94	18.12	18.30
17	18.34	18.52	18.71
18	18.34	18.52	18.71
19	18.34	18.52	18.71
20	18.73	18.92	19.11
21	18.73	18.92	19.11
22	18.73	18.92	19.11
23	18.98	19.17	19.36
24	18.98	19.17	19.36
25	19.26	19.45	19.64

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Playground/Cafeteria Aide/Transportation Aide/Monitor
BASE PAY**

	13.35	13.48	13.61
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	13.35	13.48	13.61
1	13.66	13.80	13.94
2	13.96	14.10	14.24
3	14.29	14.43	14.57
4	14.63	14.78	14.93
5	14.95	15.10	15.25
6	15.27	15.42	15.57
7	15.59	15.75	15.91
8	15.91	16.07	16.23
9	16.25	16.41	16.57
10	16.57	16.74	16.91
11	16.73	16.90	17.07
12	16.89	17.06	17.23
13	17.06	17.23	17.40
14	17.57	17.75	17.93
15	17.57	17.75	17.93
16	17.57	17.75	17.93
17	18.03	18.21	18.39
18	18.03	18.21	18.39
19	18.03	18.21	18.39
20	18.53	18.72	18.91
21	18.53	18.72	18.91
22	18.53	18.72	18.91
23	18.86	19.05	19.24
24	18.86	19.05	19.24
25	19.19	19.38	19.57

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
School Vehicle Driver**

BASE PAY			
17.27 17.44 17.61			
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	17.27	17.44	17.61
1	17.63	17.81	17.99
2	17.99	18.17	18.35
3	18.35	18.53	18.72
4	18.71	18.90	19.09
5	19.04	19.23	19.42
6	19.42	19.61	19.81
7	19.77	19.97	20.17
8	20.14	20.34	20.54
9	20.50	20.71	20.92
10	20.86	21.07	21.28
11	21.05	21.26	21.47
12	21.21	21.42	21.63
13	21.41	21.62	21.84
14	21.68	21.90	22.12
15	21.96	22.18	22.40
16	21.96	22.18	22.40
17	22.49	22.71	22.94
18	22.49	22.71	22.94
19	22.49	22.71	22.94
20	23.03	23.26	23.49
21	23.03	23.26	23.49
22	23.03	23.26	23.49
23	23.40	23.63	23.87
24	23.40	23.63	23.87
25	23.78	24.02	24.26

BUS DRIVER EXTRA TRIP RATE:

Minimum per trip is three(3) hours, first hour of the trip will be at the driver's regular hourly rate, each hour after will be at the scheduled extra trip rate.

12/13 Rate
13.15

TRIP CANCELLATION FEE:

- Within two (2) hours of departure:
13.15

-Within one (1) hour of departure:
26.30

-At departure:
39.45

BUS DRIVER TRAINING RATE:

Bus Driver Trainer will receive an additional \$1.00 per hour over their regular rate while training a new driver. This additional rate applies to driving time only.

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Secretary/EMIS Secretary**

BASE PAY

	14.98	15.13	15.28
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	14.98	15.13	15.28
1	15.35	15.50	15.66
2	15.72	15.88	16.04
3	16.10	16.26	16.42
4	16.48	16.64	16.81
5	16.84	17.01	17.18
6	17.23	17.40	17.57
7	17.61	17.79	17.97
8	18.00	18.18	18.36
9	18.38	18.56	18.75
10	18.74	18.93	19.12
11	18.93	19.12	19.31
12	19.13	19.32	19.51
13	19.31	19.50	19.70
14	19.60	19.80	20.00
15	19.89	20.09	20.29
16	19.89	20.09	20.29
17	20.45	20.65	20.86
18	20.45	20.65	20.86
19	20.45	20.65	20.86
20	21.02	21.23	21.44
21	21.02	21.23	21.44
22	21.02	21.23	21.44
23	21.40	21.61	21.83
24	21.40	21.61	21.83
25	21.76	21.98	22.20

**AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Athletic - Non-Public Secretary
BASE PAY**

	14.29	14.43	14.57
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	14.29	14.43	14.57
1	14.65	14.80	14.95
2	15.00	15.15	15.30
3	15.35	15.50	15.66
4	15.72	15.88	16.04
5	16.08	16.24	16.40
6	16.45	16.61	16.78
7	16.80	16.97	17.14
8	17.17	17.34	17.51
9	17.53	17.71	17.89
10	17.89	18.07	18.25
11	18.06	18.24	18.42
12	18.23	18.41	18.59
13	18.42	18.60	18.79
14	18.68	18.87	19.06
15	18.96	19.15	19.34
16	18.96	19.15	19.34
17	19.51	19.71	19.91
18	19.51	19.71	19.91
19	19.51	19.71	19.91
20	20.06	20.26	20.46
21	20.06	20.26	20.46
22	20.06	20.26	20.46
23	20.42	20.62	20.83
24	20.42	20.62	20.83
25	20.77	20.98	21.19

AVON LOCAL SCHOOLS #317
SALARY SCHEDULES
SEPTEMBER 1, 2012 - JULY 31, 2015
Teacher Aide/Teacher Substitute Scheduling
BASE PAY

	14.41	14.55	14.70
	12/13	13/14	14/15
STEP	Hourly Rate	Hourly Rate	Hourly Rate
0	14.41	14.55	14.70
1	14.69	14.84	14.99
2	14.97	15.12	15.27
3	15.21	15.36	15.51
4	15.50	15.66	15.82
5	15.74	15.90	16.06
6	16.01	16.17	16.33
7	16.28	16.44	16.60
8	16.53	16.70	16.87
9	16.81	16.98	17.15
10	17.08	17.25	17.42
11	17.21	17.38	17.55
12	17.33	17.50	17.68
13	17.48	17.65	17.83
14	17.67	17.85	18.03
15	17.85	18.03	18.21
16	17.85	18.03	18.21
17	18.26	18.44	18.62
18	18.26	18.44	18.62
19	18.26	18.44	18.62
20	18.64	18.83	19.02
21	18.64	18.83	19.02
22	18.64	18.83	19.02
23	18.92	19.11	19.30
24	18.92	19.11	19.30
25	19.20	19.39	19.58