

AGREEMENT BETWEEN
THE AVON SCHOOL COMMITTEE
AND THE
AVON SUPPORT PERSONNEL,
AFSCME, LOCAL 1395, COUNCIL 93, AFL-CIO
JULY 1, 2023 – JUNE 30, 2026

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1. INTRODUCTION

This Agreement entered into by the Avon School Committee, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Local 1395, Council 93, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work and other conditions of employment.

2. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing conditions of employment for all full-time and regular part-time non-professional support personnel employed by the Avon School Committee including all instructional assistants, all secretaries and clerical employees, all custodians, all school bus drivers, and all cafeteria workers, excluding the Coordinator of Business Services, Coordinator of Technology, the Secretary for Administrative Services, the Secretary to the Superintendent of Schools, the Transportation Coordinator, and the Food Service Director, and further excluding all supervisors, all managerial, confidential, and casual employees, and all other employees of the Avon School Committee.

3. MANAGEMENT RIGHTS

The Avon School Committee will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise all the powers, authority and prerogatives of management including, but not limited to, the following items:

- (A) the operation and direction of the affairs of the Avon Public Schools in all of their various aspects, including, but not limited to, maintenance, transportation, educational services, and food services;
- (B) the determination of the level of services to be provided and the direction, control, and supervision of employees;
- (C) the evaluation of employees, including the frequency of evaluations, determination of evaluator(s), the conducting of the evaluation, and the evaluation instrument used by the Employer including from time to time to change the evaluation instrument subject to impact bargaining;
- (D) the determination of new employee classifications, provided, however, the Union shall have the right to bargain any changes and to bargain over the wage for any new classification;
- (E) the determination and interpretation of new job descriptions, including the determination and re-determination of job content and the requirement that related duties connected with the departmental operations, whether enumerated in job descriptions or not, shall be performed by employees subject to impact bargaining;
- (F) the increase, diminishment, change or discontinuation of operations in whole or in part subject to impact bargaining;
- (G) the institution of technological changes or the revising of processes, systems or equipment from time to time;
- (H) the alteration, addition or elimination of existing methods, equipment, facilities or programs;

- (I) the determination of the location, organizational structure, and number of employees;
- (J) the assignment of duties and work assignments, including temporarily changing duties and work assignments from time to time as determined by the immediate supervisor or Principal; the temporary or permanent transfers of employees to a position within their job classification, as provided for in this Agreement.
- (K) the establishment of employees' hours and days of work on a temporary or permanent basis; subject to the terms of the Collective Bargaining Agreement;
- (L) the granting and scheduling of leaves, subject to the terms of the Collective Bargaining Agreement;
- (M) the scheduling and enforcement of working hours, subject to the terms of the Collective Bargaining Agreement;
- (N) the requirement and assignment of overtime, subject to the terms of the Collective Bargaining Agreement;
- (O) the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Avon School Committee;
- (P) the hiring or promotion of employees, including the determination of qualifications and requirements for the position or promotion, and provided the Union Steward shall be notified thereof;
- (Q) the suspension, discipline, demotion, or discharge of employees, subject to just cause;
- (R) the layoff of employees due to lack of funds or of work, or for any other reason, subject to the terms of the Collective Bargaining Agreement;
- (S) the hiring of temporary employees to fill employee positions where the employee is on an approved leave of absence, and provided that the Union Steward shall be notified thereof;
- (T) the building Principal of each school building shall have sole discretion in the establishment of building sign in and sign out procedures and protocols for all bargaining unit employees;

Unless an express, specific provision of this Agreement clearly provides otherwise, the Avon School Committee, acting through the Superintendent or other appropriate supervisors as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the Avon Public Schools, and the Union retains its rights either by law, custom, practice, usage, or precedent.

4. UNION DUES

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the form of authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct, each week, union membership dues levied in accordance with the constitution of the Union from the pay of each employee in the bargaining unit who executes, or has executed,

such form and remit the aggregate amount to the Treasurer of the Union along with the list of employees who have said dues deducted.

5. NON-DISCRIMINATION

It is the policy of the Avon School Department to guarantee equal opportunity to all qualified applicants and employees with respect to appointment, promotion, training, compensation, and general working conditions.

The Avon Public Schools is committed to ensuring that all of its programs and facilities are accessible to all members of the public. We do not discriminate on the basis of age, color, disability, national origin, race, religion, gender, gender identity, sexual orientation, or homeless status.

6. HIRING PROCEDURE

Employees shall be hired according to the following procedure:

- A. Whenever a position covered by this Agreement becomes vacant, such vacancy will be publicized by the School Department by posting concurrently to (the electronic posting system in use at the time) and by email to the Union for a minimum of five (5) school days prior to the appointment being made. Qualified in-house applicants will be considered. If a vacancy or new position occurs during summer months, the School Department will notify the Union electronically. Employees interested shall apply in writing within the five (5) day posting period. The applicable employer will award the position to the most qualified applicant, qualifications to be determined at the sole discretion of the Employer. In cases where the qualifications of all candidates from within the system are equal, the employee with the most seniority within the bargaining unit shall be awarded the job.
- B. Online submission of written application for employment to the Principal of the School in which the employment is to take place. For system-wide positions, applications are to be directed to the Superintendent of Schools.
- C. A personal interview with the appropriate administrator as indicated in "B" above.
- D. A certificate of physical fitness for the position may be required upon conditional offer of employment, should the duties involved in fulfilling the job requirements so warrant.
- E. All employees are hired based upon the prerequisite of satisfactory Criminal Offender Registry Information (CORI) check.
- F. All employees will report to Central Office to complete required paperwork prior to start of employment.
- G. All employees will also, in accordance with "An Act Relative to Background Checks" (Chapter 77 or the Acts of 2013) be required as a condition of employment to submit fingerprinting documentation and be subject to a corresponding national background check.

7. PROBATIONARY PERIOD

Each employee shall serve a probationary period for nine (9) months of actual work (summer months for school year employees is not included as actual work for the purpose of a probationary period), during which time; the employee may be dismissed unconditionally and without cause, by the Principal of the site in which the employee works, and without recourse to the grievance and arbitration procedure. For employees who work in multiple sites, the

Superintendent, in consultation with site managers, shall effect such dismissals. Following satisfactory completion of said probationary period, an employee may be suspended or dismissed only for cause.

8. RESIGNATION

Employees must submit their intent to resign to their immediate supervisor at least fourteen (14) days prior to intended resignation.

9. REDUCTION IN STAFF

In the event it becomes necessary to reduce the number of employees or the hours of work of employees in this unit, the Superintendent will notify the Union and affected employees of the positions being eliminated or reduced in hours of work. Reductions in force will be done by job title seniority (i.e. classroom aides can bump classroom aides, one-on-one aides can bump one-on-one aides, etc.). Seniority is defined as length of continuous service from date of hire within the bargaining unit. Continuous service is broken when any of the following events occur – resignation, termination for cause, refusing an offer of recall to the employee's prior job title on two occasions, exhaustion of the recall period, or abandonment of position. In the event of a tie, lots will be used to determine seniority.

An employee who exercises bumping rights must be presently qualified to perform the duties of the position that he/she bumps into as determined by the immediate supervisor or the Building Principal. The employee must accept all the hours of the position he/she assumes whether the hours of the position are greater than or less than the position he/she previously occupied. The Superintendent of Schools may also, in his/her sole discretion, allow bumping to other job titles based on seniority and his/her ability to perform the requirements of the position as determined by the Superintendent of Schools. An employee who is permitted to bump to a different job title shall receive the rate of pay associated with that job title. If the employee is bumping to a higher paid job title, the employee would move to the step that would not result in a reduction of the employee's pay. If the employee is bumping to a lower paid job title, the employee would move to the step that would not result in a reduction of the employee's pay, or if that is not possible, the employee would move to the maximum step of the position.

Employees laid off will be recalled in inverse order of their layoff to positions within their job title that they are presently qualified to assume as determined by the immediate supervisor or the Building Principal. Recall rights will not exceed one (1) year or the length of service of the laid off employee, whichever is shorter. If an employee refuses recall, the employee will be placed at the bottom of the recall list. If an employee refuses recall a second time, the employee will be removed from the recall list.

10. SENIORITY

The School Committee agrees to a posting of the seniority list by October 1 of each year. The Union has until November 1 of each year to challenge an employee's placement on the list. If the list is not changed as a result of a challenge, the list will remain in effect for the remainder of the year.

11. LABOR-MANAGEMENT COMMITTEE

The School Committee agrees to a labor-management committee to review and discuss job descriptions, upon request. Leaves of absence without loss of wages, benefits, or other privileges may be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the Superintendent.

12. EVALUATION

Employees will be evaluated at least annually by their immediate supervisor (i.e., Principal, Assistant Principal, Superintendent, Assistant Superintendent, Coordinator of School Business Services/Facilities Coordinator, Transportation Coordinator, or Food Service Director). Evaluators will seek input from relevant parties.

The District will evaluate all bargaining unit members on an annual basis using the evaluation instruments attached to this Agreement.

13. WORK DAY/WEEK/YEAR

A. Full-Time Employees:

Custodial Employees

School Secretaries

****Work Day:**

Eight (8) hours.

****Work Week:**

Thirty-Seven and One-Half (37½) hour work week.

School Vacations and Summer

Seven (7) hours (does not apply to custodial employees).

B. School Year Employees:

Instructional Assistants:

****Work Year:** Based on 180 days plus 2 additional days which may be divided into half day increments as assigned by the building principal.

****Work Day:** Six and One-Half (6.5) hours.

****Work Week:** Thirty (30) hour work week.

Clerical Assistants:

****Work Year:** Based on 180 days plus 10 additional days which may be divided into half day increments as assigned by the building principal.

****Work Day:** Seven (7) hours.

****Work Week:** Thirty Two and One-Half (32.5) hour work week.

Drivers:

****Work Year:** Based on 180 days.

****Work Day:** Up to eight (8) hours.

****Work Week:** Up to Thirty Seven and One-Half (37.5) hour work week.

Cafeteria Aides:

****Work Year:** Based upon 184 days

****Work Day:** Up to seven (7) hours per day.

****Work Week:** Up to Thirty-five (35) hour work week.

Cafeteria Assistant Managers:

****Work Year:** Based on 181 days.

****Work Day:** Six hours.

****Work Week:** Thirty (30) hour work week.

*If an employee works at least six (6) hours in a given day, the employee is entitled to a one-half hour unpaid lunch period assigned by the building principal. The above work days of at least six hours include an unpaid one-half hour lunch period (i.e. Seven (7) hour work day for Clerical Assistants equals six and one-half (6.5) hours of scheduled work and one-half hour unpaid lunch period assigned by the building principal. Lunches may be interrupted by building administration should an emergency occur. If the lunch period is interrupted, the lunch period

will be taken later in the employee's work shift or the lunch period will be paid at the discretion of the building administrator. In emergency situations where the lunch period is not taken, the building administrator will be notified as soon as possible after the emergency is over.

****The Immediate Supervisor shall determine the work schedule, work hours and work days of employees.**

All employees will submit a bi-weekly timecard to their immediate supervisor and/or his/her designee.

The School Department may hire part-time employees in any position covered by the Agreement. Part-time employees work up to 180 days plus 2 days as assigned by the Building Principal, and eight (8) or less hours per day, and less than a thirty-seven and one-half (37 ½) hour work week.

The School Department reserves the right to hire temporary, seasonal and substitute employees as determined by building administration.

***NOTE:**

1. The immediate supervisor (i.e., Principal or Superintendent) shall determine the routine work week and daily work schedule of his/her employees.
2. The right to make subsequent and temporary modifications to the hours and/or work week of any employee covered by this policy is reserved to the Principal and/or Superintendent. Permanent modifications to the work hours/work week/work day of any employee may only be made with a minimum of fourteen (14) calendar days written notification to the Association and to the employee(s) impacted by the modification. The immediate supervisor shall have the discretionary right to accord compensatory time, as it appears warranted subject to the agreement of the employee. Compensatory time must be recorded on the weekly time sheet of the employee.
3. All employees may leave the school building during unscheduled work time with prior permission of the Principal. A sign-out, sign-in log shall be maintained in the Principal's Office to record departure, destination, or reason for leaving and return by employees who have been granted permission to leave the building. If the reason for departure is lunch, the only information required as a reason is that the employee is having lunch.

14. EXTRA HOURS/OVERTIME

Extra hours or overtime will initially be offered on a voluntary basis. No employee will work extra hours or overtime unless approved in advance by the Principal or immediate supervisor. If no employee volunteers to work extra hours or overtime, the Principal or Superintendent may order an employee to work overtime within the job title. An inverse rotational seniority list by job title will be used for this purpose. The rotation will start over again at the beginning of each contract year.

Overtime is paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay after forty (40) hours in a week. Hours or days worked less than forty (40) hours in a week will be paid at the employee's regular hourly rate of pay (Employees work seven and one-half (7 ½) hours per day with an one-half (1/2) hour unpaid lunch for a total of eight (8) hours per day).

The Transportation Coordinator will be included in the voluntary and mandatory extra hours/overtime list for bus drivers, but will not otherwise be covered by the terms of this Agreement. A custodian not receiving a head custodian stipend called back to work after the completion of his/her regular work day shall be guaranteed three (3) hours work at his/her regular rate of pay, and will be paid his/her overtime rate of pay for hours worked beyond forty (40) hours in a work week.

If a bus driver is called back on a Sunday, he/she will be paid at a rate of time and one half (1½). The rate of pay of time and one half (1½) will be applied even if the bus driver has worked less than forty (40) hours in a work week, but will not be paid in addition to the bus driver's time and one half (1½) overtime rate of pay.

If an employee is called back to work on a major holiday, as defined by Section 23 of this Agreement, he/she shall be guaranteed 3 hours of work and paid at a rate of time and one half (1½). The rate of pay of time and one half (1½) will be applied even if the employee has worked less than forty (40) hours in a work week, but will not be paid in addition to the employee's time and one half (1½) overtime rate of pay.

Snow removal on the weekends shall be paid at double time (2X), with a three (3) hour minimum.

Drivers shall be paid double time (2X) when required to drive on a Sunday.

15. WORKING OUT OF CLASSIFICATION

An Instructional Aide who substitutes for a teacher for a minimum of forty-five (45) minutes will receive an additional stipend of three dollars (\$3.00) per hour. It is the responsibility of the Instructional Aide to provide payroll with signed documentation evidencing his/her eligibility for the stipend. The signed documentation must be submitted by an Instructional Aide with his/her time card in the week in which the employee worked as a substitute teacher. The documentation submitted by the Instructional Aide must be approved and signed by the building principal and must specify the classroom and the teacher, that the aide substituted for, and the hours served as a substitute teacher.

16. SNOW DAYS AND OTHER SCHOOL CANCELLATIONS

Attendance by school year employees will not be required on "snow days" or days when school is cancelled due to inclement weather or other emergency events of any sort. All twelve (12) month employees are expected to report to work as soon as practical on days in which school is cancelled due to inclement weather. Any twelve (12) month employee who does not report to work on a "snow day", will have one day deducted from his/her total of annual vacation days or may request that the day be charged as a personal day.

17. ATTIRE

The School Department and/or building administration may require standards of attire of employees as deemed appropriate by Administration. A uniform for custodians and cafeteria workers (in male and female sizes) may be required and, if so required, the uniform shall be supplied by the Avon School Department. Uniforms will be maintained and cleaned by the employees. Uniforms for cafeteria workers shall include a District provided hat or hair net.

Upon request of the custodian at the beginning of the school year, the District will provide two (2) new shirts to each custodian.

Custodians shall be reimbursed up to a total of six hundred dollars (\$600) each fiscal year purchase of pants, additional uniform shirts, outerwear, safety shoes/boots, and necessary job-related accessory items approved by the Superintendent. Reimbursement requires providing appropriate receipt(s).

Cafeteria workers shall be reimbursed up to two hundred dollars (\$200) for the purchase of pants, additional uniform shirts, and slip resistant shoes. Reimbursement requires providing appropriate receipt(s).

18. UNION REPRESENTATIVES

A written list of Union Stewards shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes.

19. BULLETIN BOARD

There will be two (2) union bulletin boards. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that denunciatory or inflammatory written material will not be placed on such bulletin board.

20. ACCESS TO PREMISES

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, and/or Local 1395 to enter the premises during lunch and/or break periods for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. The representative will comply with the sign-in policy of the school building.

21. ELIGIBILITY OF BENEFITS

A. School Year and Full-Year Employees

School Year and Full-Year Employees, whose normal workweek is twenty (20) hours per week or more, shall be eligible for fringe benefits as are made available by the Town of Avon and School Department to its full-time employees. Full-Year Employees, who work twenty (20) hours or more, but less than thirty-five (35) hours shall receive benefits on a prorated basis, based on the hours worked in a normal or average workweek. Only full year employees are eligible for vacation time benefits.

B. Less Than Twenty (20) Hour Employees

Employees who work less than (20) hours per week shall not be eligible for fringe benefits, with the exception of sick leave, which employees earn on a prorated basis.

C. Full-Time and Part-Time Employees Working Twenty (20) or More Hours Per Week

Full-time and Part-time employees working twenty (20) or more hours per week shall be eligible for benefits immediately upon beginning employment as delineated in this Agreement.

22. BENEFITS

A. Compensation

1. Support Personnel Compensation Schedule

All employees covered by this Agreement will be compensated in accordance with the attached salary schedule, which is provided to each employee covered by this Agreement and is available in the Central Office.

An employee's initial placement on the compensation scale may be made at any step of the salary scale at the recommendation of the Principal, and with the approval of the Superintendent, solely based upon prior years of experience in the job.

School year employees shall have the option of selecting twenty-two (22) or twenty-six (26) paychecks.

B. Sick Leave

An Employee who is eligible to receive benefits shall be entitled to accumulate sick leave at the rate of one and one-half (1 1/2) days per month for the months the employee is

scheduled to work. For both school year and full year employees, a physician's certification of illness is required if there is suspicion of sick leave abuse, excessive absenteeism, or after five (5) consecutive sick days.

C. Sick Leave Accumulation

All employees shall be allowed an unlimited accumulation of unused sick leave.

D. Compensation for Unused Sick Leave

On retirement, resignation, death, or in the event of a reduction in force, all employees covered by this Agreement shall be entitled to receive remuneration for each day of unused sick leave based on the following formula:

<u># of Days</u>	<u>Amount Per Day</u>
0 - 90	\$10
91 - 120	\$20
121 - 180	\$30
181 - 200	\$40

Remuneration for unused sick leave for resignation in accordance with the formula above shall only apply to Employees hired prior to July 1, 2014. Employees hired after July 1, 2014 shall not be entitled to receive remuneration for unused sick leave upon resignation.

Except in the case of reduction in force, employees must provide notice of intended retirement or resignation no later than November 1 in the school year preceding the school year at the end of which retirement or resignation is effective. Compensation for unused sick leave will be made in the subsequent fiscal year. In case of emergency or when extenuating circumstances are present, exceptions may be made to this notice requirement upon recommendation of the Superintendent of Schools and approval by the School Committee.

E. Charging Excessive Absences to Vacation Time

Absences incurred in excess of the sick leave authorized and accumulated may, at the discretion of the Principal, or in the case of multi-site personnel, the Superintendent, be charged to the employee's available vacation time, if the employee so desires and if the employee is entitled to vacation time.

F. Extended Sick Leave of More than Five (5) Work Days

For sick leave of more than five (5) days duration, the School Department requires the employee to provide certification of illness and approval to return to work from the employee's physician. The School Department reserves to itself, consistent with the provisions of the F.M.L.A., the right to have an employee examined by a physician of the school department at the School Department's expense before the employee's return to work.

G. Longevity (see also Benefits – Section H)

Employees covered by this Agreement with twenty (20) years experience in the Avon School System shall be entitled to a stipend equal to ten (10%) percent of their base pay; this amount is to be paid in a lump sum upon their retirement or death on the first pay period of the next fiscal year. The employee must notify his/her immediate supervisor in writing of his/her intention by no later than November 1 of the previous year except in the case of death. In case of emergency, or when extenuating circumstances are present, exceptions may be made upon the determination of the Superintendent.

All employees covered by this Agreement, and who have completed fifteen or more years of service in the Avon Public Schools, shall receive an annual stipend payable no later than December 6th each year as follows:

Years Completed	Stipend
10-14	\$500
15 to 24	\$950
25 or more	\$1,250

H. Compensation for Accumulated Remuneration:

Employees must notify the Superintendent in writing on or before November 1 of the year preceding the retirement so that payment for any accumulated remuneration (i.e., unused sick leave, longevity, unused vacation days) shall be made on or about the next July 1. Any employee who notifies the Superintendent after November 1 shall receive payment on or about the July 1 of the second fiscal year following the retirement. The first notification that an employee gives of his/her intent to retire may be revoked by the employee. The second notice is irrevocable unless the Superintendent in his/her sole discretion determines that said retirement may be revoked. In case of emergency, or when extenuating circumstances are present, exceptions may be made to this notice requirement upon recommendation of the Superintendent of Schools.

23. VACATION

A. Twelve (12) Month Employees

Twelve-month employees are eligible for vacation leave with pay, which shall be credited to them on the first day of July each year. Employees who have worked less than a full fiscal year prior to July 1, shall, on July 1, receive vacation credit on a pro-rated basis from the date employment began. In addition, if an employee works more than six (6) months in his/her first fiscal year prior to July 1, the employee shall be entitled to five (5) days vacation leave.

1. Length of Vacation Leave

Fiscal year 1 of employment	Five (5) days (After six (6) months on the job)
Fiscal years 2 and 3 of employment	Ten (10) days
Fiscal years 4 and 5 of employment	Fifteen (15) days*
After 5 Fiscal years of employment	Twenty (20) days*

Any employee hired after July 1, 2012:

Fiscal year 1-5	Ten (10) days (after six (6) months on the job)
Fiscal year 6-10	Fifteen (15) days*
Fiscal years 11+	Twenty (20) days*

***NOTE: Custodial Personnel may take no more than a total of ten (10) days of vacation leave from the close of the previous school year to the opening of the next school year.**

2. Use of Vacation Leave

Vacation leave for which an employee becomes available must be used **PRIOR** to the following July first. An employee may carry forward up to seven (7) days of unused vacation leave. Vacation leave cannot be accrued in an amount in excess of seven (7) days into a subsequent fiscal year. All other remaining unused vacation time shall be forfeited.

Other Considerations:

(a) "Waiving" Vacation Leave for Additional Compensation

An employee may not waive vacation allowance and receive vacation pay in place thereof.

(b) Non-Work Days Occurring During a Vacation Period

A non-work day, which occurs during an employee's approved vacation period, shall not be charged against the employee's vacation allowance.

(c) Request to Use Vacation Leave

(1) Requests for use of summer vacation time in a subsequent fiscal year **will be made in writing to the immediate supervisor by JUNE 1 of the previous fiscal year.** Responses to request for vacation leave will be made by the immediate supervisor by June 15. Modification can be made to the vacation request if the request for modification is received two (2) weeks or more prior to the days requested at the discretion of the Principal or Superintendent.

(2) Requests for use of school year vacation time must be made in writing to immediate supervisor at least 2 weeks prior to the requested leave.

(3) All vacation requests require the prior approval of the immediate supervisor. Vacation requests may be denied based upon operational needs.

3. Compensation for Unused Vacation Leave Upon Termination of Employment

An employee who terminates employment with the School Department shall receive compensation for ALL unused accrued vacation leave. In the event of the death of an employee working for the School Department, payment of accrued vacation leave shall be made to the estate of the deceased.

B. PART-TIME FULL-YEAR EMPLOYEES

Part-time full-year employees, working twenty (20) or more hours in an average week, shall be entitled to vacation leave on a pro-rated basis.

24. LEAVE

A. Paid Non-Work Days for 12-Month Employees

The School Department will be closed and employees will not be required to work on the following days:

Christmas Day	Juneteenth	Memorial Day	President's Day
Columbus Day	July 4th	New Year's Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Veteran's Day	Day After Thanksgiving
Good Friday*	Patriot's Day		

* If school is scheduled on Good Friday, instead of a paid non-work day, the employee will receive one paid floating personal day. Employees have one year to use the floating personal day or they will lose the day.

Should one of the above identified days fall on an employee's regularly scheduled day off, said employee shall receive an additional non-work day as approved by the immediate supervisor. Should an employee be required by his/her immediate supervisor to work on one of the above days because of a situation that has been deemed as an emergency by the Building Principal, Facilities Coordinator, or Superintendent, he/she shall receive

compensation at a rate of the hour rate plus ½ for the hours worked, as approved by the immediate supervisor.

B. Bereavement Leave

Effective July 1, 2010, all employees covered by the contract shall be entitled up to five (5) days with full pay as a result of a death in the immediate family and these days shall not be deducted from annual sick leave. The term "immediate family" shall apply to husband, wife, son, daughter, stepson, stepdaughter, foster children, father, mother, sister, or brother, grandparents as well as similar relatives of the current spouse or member of the immediate household. An additional one (1) day with full pay will be granted annually in the event of a death of a non-immediate family member.

C. Jury Duty Leave

(1) Any Employee who is called for jury duty shall be granted Court Leave with pay by the School Department. If the jury compensation amounts to less than the employee's regular wage, he/she shall be paid by the School Department an amount equal to the difference. Expenses reimbursed by the Court for travel, meals or accommodations shall not be considered part of jury compensation, nor will these expenses be assumed by the School Department. Notice of service shall be filed with the employee's immediate supervisor upon receipt of the summons.

(2) Court Leave with pay shall also be granted to any employee summoned to appear in Court on the School Department's behalf subject to approval of the Superintendent, acting on behalf of the School Committee.

(3) Leave without pay shall be granted to an employee involved in personal litigation having no connection with his/her employment in the School Department, provided that reasonable notice has been given to the Office of the Superintendent of Schools.

D. Family Leave

Employees shall be entitled parental leave in accordance with M.G.L., Chapter 149, Section 105D, and for parental and other family leave under the provisions of the Family and Medical Leave Act of 1993.

E. Military Leave

Employees shall be eligible for military leave in accordance with M.G.L., Chapter 33, Section 59. This provides seventeen (17) days of leave, if the employee is called for reserve service, and the School Department shall make up any difference between the employee's military compensation and his/her regular School Department compensation.

F. Personal Days

(1) Upon making a request to the immediate supervisor and the Superintendent, all employees may be granted up to a maximum of three (3) personal days per fiscal year. Such requests do not require that the employee state a reason.

(2) Except in an emergency, the Building Principal shall be notified of an employee's request to take a personal day at least forty-eight hours in advance of taking said leave.

(3) One (1) personal day may be granted at the discretion of the Principal with the approval of the Superintendent to extend a vacation or holiday. An employee must submit a written request which includes reasons why his/her personal day should be granted to extend a vacation or holiday. The Principal and Superintendent will review the request and respond in writing. The decision of the Principal and Superintendent is final and not subject to the grievance procedure.

(4) All personal days taken shall be assessed against available sick leave.

G. Unpaid Leaves of Absence

Unpaid leaves of absence may be granted to an employee at the discretion of the Principal or Superintendent.

25. INSURANCE

1. All School Department employees, who work a minimum of twenty (20) hours per week, shall be eligible to participate in the Town of Avon's health, life, and dental insurance.
2. The Town of Avon shall administer its insurance policy in accordance with M.G.L., Chapter 32B, as accepted by the Town.
3. The Employer shall pay seventy-five percent (75%) of either a family or individual group HMO health insurance plan.

26. RETIREMENT

All regular School Department employees who work a minimum of twenty (20) hours per week become members of the Norfolk County Retirement System and make the required contributions thereto.

27. GRIEVANCE PROCEDURE

A grievance is a dispute between the parties which specifically relates to the application, or interpretation of a specific provision of this Agreement. Any grievance which may arise shall be settled in the following manner:

STEP 1:

The Union Steward and/or Representative, with or without the aggrieved employee, shall take up the grievance or dispute, in writing, with the employee's immediate supervisor within five (5) working days of the date of the grievance or the date the employee should have reasonably known of its occurrence. The Supervisor shall respond to the Steward within five (5) working days.

STEP 2:

If the grievance has not been settled by the immediate supervisor, it shall be presented in writing to the Principal within five (5) working days after the immediate supervisor's response is due. The Principal shall respond to the Steward in writing within five (5) working days.

STEP 3:

If the grievance still remains unadjusted, it may be presented in writing to the Superintendent within five (5) working days after the response of the Principal is due. The Superintendent shall, within ten (10) working days of receipt of the grievance, hold a hearing with all parties present who desire to attend, and reply to the grievance, in writing, no later than five (5) working days after the hearing.

STEP 4:

If the grievance still remains unadjusted, it may be presented in writing to the School Committee within five (5) working days after the response of the Superintendent is due. The School Committee shall hold a hearing at its next scheduled meeting, unless the meeting is within five (5) working days of receipt of the grievance in writing in which case the hearing shall be held at the next following school committee meeting. The School Committee shall reply to the grievance, in writing, no later than five (5) working days after the hearing.

Grievances involving disciplinary actions shall not be presented to the School Committee, but instead may proceed directly to Step 5.

STEP 5

If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the Superintendent or School Committee is due, by written notice to the other, request arbitration.

The American Arbitration Association shall be the arbitration authority. The arbitration proceeding shall be conducted by an arbitrator to be selected in accordance with the rules of the American Arbitration Association.

The expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge to the other party and to the arbitrator.

The decision of the Arbitrator shall be final and binding on both parties.

28. SEPARABILITY

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

29. TERMINATION

This Agreement will remain in effect until the expiration date. Upon the expiration date, either party may terminate this Agreement provided such termination is transmitted by certified mail to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) calendar days prior to the expiration date herein agreed.

30. REOPENING AGREEMENT

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes to this Agreement where the parties have agreed herein to open the subject to further negotiations for the next year, notice shall be given to the other party in the manner hereinabove provided not later than thirty (30) calendar days prior to the beginning of the next contract year.

31. SUMMER SCHOOL

Positions in Avon Public School's summer school program will, to the extent possible, be filled first by regularly appointed employees in the Avon Public School System who are deemed to have the qualifications and work experience necessary to fill the positions.

Bargaining unit members will receive their regular hourly rate of compensation for summer school work performed for the District. No other provision of this contract shall be applicable for summer school work. Bargaining unit members are not entitled to the accumulation or use of any benefits in this contract, nor may they access any other process or procedures found in this contract while employed for summer program work.

32. PROFESSIONAL DEVELOPMENT, IN-SERVICE TRAINING

- A.** The Employer shall comply with all applicable statutes, federal and state, and with any such rules and regulations as may be promulgated thereunder, that governs conditions of health and safety in the employee's workplace. The Employer agrees to provide a safe work environment.
- B.** Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with M.G.L. Chapter 111F (Right to Know).
- C.** Where credible evidence exists (as determined by the appropriate state agency or department) of a communicable disease (e.g. Tuberculosis, Hepatitis, or AIDS etc.), the Employer shall provide all person(s) in the work environment with appropriate training.
- D.** The Union and Employer agree to form a Joint Labor Management Committee (JLMC) to meet and discuss trainings related to items of workplace safety such as chemical safety, fall protection, snow removal, etc.

33. BUS DRIVER LICENSES

The District agrees to reimburse bus drivers for the cost of the DOT physical, School Bus License, and Commercial License renewal upon providing appropriate documentation.

34. UNION BUSINESS

Except as herein provided, Union business shall be conducted by Union Officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievant shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied. Union officials and representatives shall conduct Union business in a manner which shall not disrupt the School's operations or any employee's work.

Leaves of absence without loss of wages, benefits, or other privileges may be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the Superintendent.

Witnesses called by the Union to testify at arbitrations or for hearings before the Division of Labor Relations (DLR), may be granted time off without loss of benefits or other privileges (not including wages).

All leave granted under this section shall require approval of the Superintendent.

35. DURATION

This Agreement shall take effect from July 1, 2023 and shall continue in full force to and including 12:00 midnight on June 30, 2026. This Agreement shall be subject to the appropriation of sufficient funds by the Avon Town Meeting to implement its terms pursuant to General Laws, Chapter 150E, Section 7.

37. APPENDICES

Attachment "A" contains a list of all of the positions in the bargaining unit. Attachment "B" is the Annual Support Personnel Evaluation Form. Attachment "C" contains the wage schedules.

FOR THE AVON PUBLIC SCHOOLS

Paul H Chapman

Dated: 5/15/24

FOR A.F.S.C.M.E., COUNCIL 93, AFL-CIO
LOCAL 1395

Michelle T. [unclear]
Jim K.
Gregory Guzman

Dated: 4/25/2024

AVON PUBLIC SCHOOLS
POSITIONS

ATTACHMENT A

12 MONTH EMPLOYEES

SCHOOL SECRETARY

CUSTODIAN

SCHOOL YEAR EMPLOYEES (HOURLY)

INSTRUCTIONAL AIDE

CLERICAL AIDE

SCHOOL BUS DRIVERS

CAFETERIA ASSISTANT MANAGER

CAFETERIA AIDE

ATTACHMENT B
EVALUATIONS

SUPPORT PERSONNEL EVALUATION FORM
INSTRUCTIONAL ASSISTANT

Employee Name:		School Year:	
Position:		School:	
Evaluator:		Date:	

Ratings Key:	
4	<i>Exceeds Requirements</i>
3	<i>Meets Requirements</i>
2	<i>Needs Improvement</i>
1	<i>Unsatisfactory</i>
*Rating of 1 requires a goal	

JOB RESPONSIBILITIES/SKILLS:

1. Knowledge of Student Needs				Rating
4	3	2	1	
Consistently demonstrates an understanding of students' needs and acts proactively.	Often demonstrates an understanding of students' needs and responds promptly.	Sometimes demonstrates an understanding of students' needs.	Rarely demonstrates an understanding of students' needs.	

2. Aptitude for work				Rating
4	3	2	1	
Consistently demonstrates excellent understanding of job responsibilities and takes initiative.	Often demonstrates understanding of job responsibilities and works independently.	Sometimes demonstrates understanding of job responsibilities and requires varying degrees of redirection.	Rarely demonstrates limited understanding of job responsibilities and requires close supervision and frequent retraining.	

3. Knowledge of Instructional Materials and Practices				Rating
4	3	2	1	
Consistently demonstrates in-depth and comprehensive knowledge of grade level(s) instructional materials and practices.	Often demonstrates knowledge of grade level(s) instructional materials and practices.	Sometimes demonstrates knowledge of grade level(s) instructional materials and practices.	Rarely limited knowledge of grade level(s) instructional materials and practices.	

EDUCATIONAL SUPPORT:

4. Ability to Follow Directions in Order to Work with Diverse Learners Across Settings				Rating
4	3	2	1	
Consistently follows teacher direction and instruction in order to engage all students in the learning process.	Often follows teacher direction and instruction in order to engage students in the learning process.	Sometimes follows teacher direction and instruction and encounters difficulty engaging students in the learning process.	Rarely follows teacher direction and instruction and encounters frequent difficulty engaging students in the learning process.	

5. Provides Behavioral, Social, and Daily Living Support as Assigned				Rating
4	3	2	1	
Consistently provides a high degree of support in developing and challenging students to become independent learners.	Often provides support in developing and challenging students to become independent learners.	Sometimes provides support in developing and challenging students to become independent learners.	Rarely provides limited support in developing and challenging students to become independent learners.	

6. Implements Services and/or Accommodation Plans as Outlined for Students				Rating
4	3	2	1	
Consistently supports diverse learning styles and accurately implements services and/or accommodation plans for students proactively across multiple settings.	Often supports diverse learning styles and accurately implements services and/or accommodation plans for students.	Sometimes supports diverse learning styles and implements services and accommodation plans for students in an inconsistent manner.	Rarely supports diverse learning styles and/or implements services and accommodation plan for students incorrectly.	

PROFESSIONAL CHARACTERISTICS:

7. Confidentiality in Handling of Information				Rating
4	3	2	1	
Consistently demonstrates a high degree of ethical behavior and respect for confidentiality in the work environment.	Often demonstrates ethical behavior and respect for confidentiality in the work environment.	Sometimes demonstrates ethical behavior and respect for confidentiality in the work environment.	Rarely demonstrates a limited degree of ethical behavior and respect for confidentiality in the work environment.	

8. Flexibility/Adaptability				Rating
4	3	2	1	
Consistently demonstrates a high degree of flexibility when responding to the diverse needs of students.	Often demonstrates flexibility when responding to the diverse needs of students.	Sometimes demonstrates flexibility when responding to the diverse needs of students.	Rarely demonstrates a limited degree flexibility when responding to the diverse needs of students.	

9. Professional Relationships/Communication				Rating
4	3	2	1	
Consistently demonstrates excellent ability to interact and communicate effectively with administration, staff and students.	Often demonstrates the ability to interact and communicate effectively with administration, staff and students.	Sometimes demonstrates the ability to interact and communicate effectively with administration, staff, and students.	Rarely demonstrates limited ability to interact and communicate effectively with administration, staff, and students.	
10. Punctuality and Attendance				Rating
4	3	2	1	
Consistent demonstrates punctuality and attendance.	Often demonstrates punctuality and attendance.	Sometimes demonstrates punctuality and attendance.	Rarely demonstrates punctuality and attendance.	

Overall Comment(s):

Goal(s) for Next School Year (a rating of 1 in any category requires a goal):

Signatures: The employee signature acknowledges that the employee has read the document and does not imply agreement. The employee may submit a response in writing.

Evaluator: _____ Date: _____

Employee: _____ Date: _____

Administrator: _____ Date: _____

Administrator: _____ Date: _____

**ANNUAL SUPPORT PERSONNEL EVALUATION FORM
BUS DRIVER**

Employee Name:		School Year:	
Position:		School:	
Evaluator:		Date:	

Ratings Key:	
4	<i>Exceeds Requirements</i>
3	<i>Meets Requirements</i>
2	<i>Needs Improvement</i>
1	<i>Unsatisfactory</i>
*Rating of 1 requires a goal	

JOB RESPONSIBILITIES/SKILLS:

1. Judgements				Rating
4	3	2	1	
Meets criteria and makes seating charts and/or conducts roll call and/or keeps log of student behavior.	Takes ownership of route and students on their bus. Greet students, handles discipline issues promptly, does not allow students to disembark at incorrect stops, reports accidents/incidents.	Not handling discipline issues promptly. Allows students to disembark at incorrect stop.	Failure to report accident(s) and or student incident(s) immediately/at all. Refusal to transport or put off student at incorrect stop without supervisor approval.	

2. Safety				Rating
4	3	2	1	
Consistently reports safety concerns. Offers safety, time and/or cost saving suggestions.	Consistently reports safety concerns.	Inconsistently reports safety concerns.	Does not report.	

3. Operations				Rating
4	3	2	1	
Always runs route on time.	Consistently runs routes on time.	Sometimes runs route late.	Constantly running route late.	
4	3	2	1	Rating
Has had no at-fault accidents and no incidents.	Has had no at-fault accidents and less than 2 incidents.	Has had 1 at-fault accident and/or 3 incidents.	Has had 2 or more a-fault accidents and/or 4 or more incidents.	

4. Initiative/Leadership				Rating
4	3	2	1	
Anticipates work to be done; eager to learn new things; makes good suggestions.	Will follow new methods when requested with a positive attitude; consistently reports.	Does not look for work to be done but works productively when needed.	Stands idle until told what to do; uses work time for personal issues.	

5. Flexibility/Adaptability				Rating
4	3	2	1	
Goes the extra mile; welcomes any new challenge or idea.	Accepts necessary changes good naturedly.	Cooperates but grumbles with a change in routine.	Uncooperative; cannot accept change; not a team player.	

6. Ability to Take Direction				Rating
4	3	2	1	
Always follows policies and procedures; understands and follows through on instructions.	Usually follows policies and procedures; consistently follows through on instructions.	Has difficulty accepting suggestions; needs constant reminding.	Does not follow instructions and acts without authority.	

7. Punctuality and Attendance				Rating
4	3	2	1	
Excellent punctuality and attendance.	Good punctuality and attendance.	Satisfactory punctuality and attendance.	Poor punctuality and attendance.	

PERSONAL CHARACTERISTICS:

8. Appearance				Rating
4	3	2	1	
Always in proper attire and takes pride in representing the district.	Always in proper attire.	Attire and personal appearance need attention.	Rarely in proper attire and personal appearance unsatisfactory.	

9. Professional Relationships/Communication				Rating
4	3	2	1	
Demonstrates excellent ability to interact and communicate effectively with administration, staff, parents and students.	Consistently demonstrates the ability to interact and communicate effectively with administration, staff, parents and students.	Inconsistently demonstrates the ability to interact and communicate effectively with administration, staff, parents and students.	Demonstrates limited ability to interact and communicate effectively with administration, staff, parents and students.	

Overall Comment(s):

Goal(s) for Next School Year (a rating of 1 in any category requires a goal):

Signatures: The employee signature acknowledges that the employee has read the document and does not imply agreement. The employee may submit a response in writing.

Evaluator: _____ Date: _____

Employee: _____ Date: _____

Administrator: _____ Date: _____

Administrator: _____ Date: _____

ATTACHEMENT C

SUPPORT STAFF COMPENSATION SCHEDULE

2024					
AVON PUBLIC SCHOOLS					
YEARS OF EMPLOYMENT	1	2	3	4	5
POSITION	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION
	80% of maximum	85% of maximum	90% of maximum	95% of maximum	100%
12 MONTH EMPLOYEES					
SCHOOL SECRETARIES					
MIDDLE HIGH SCHOOL SECRETARY	\$41,046.11	\$43,611.49	\$46,176.88	\$48,742.26	\$51,307.64
BUTLER SCHOOL SECRETARY	\$41,046.11	\$43,611.49	\$46,176.88	\$48,742.26	\$51,307.64
MIDDLE HIGH SCHOOL SEC - GUID.	\$41,046.11	\$43,611.49	\$46,176.88	\$48,742.26	\$51,307.64
CUSTODIAN	\$43,124.31	\$45,819.58	\$48,514.85	\$51,210.12	\$53,905.39
SCHOOL YEAR EMPLOYEES					
INSTRUCTIONAL AIDES					
Hourly Rate	\$17.88	\$19.00	\$20.12	\$21.23	\$22.35
CLERICAL AIDES					
Hourly Rate	\$16.44	\$17.47	\$18.50	\$19.52	\$20.55
SCHOOL BUS DRIVERS					
Hourly Rate	\$22.71	\$24.13	\$25.55	\$26.97	\$28.39
CAFETERIA PERSONNEL					
ASST. MANAGER Hourly Rate	\$18.16	\$19.30	\$20.43	\$21.57	\$22.70
AIDES Hourly Rate	\$16.29	\$17.31	\$18.32	\$19.34	\$20.36

2025					
AVON PUBLIC SCHOOLS					
YEARS OF EMPLOYMENT	1	2	3	4	5
POSITION	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION
	80% of maximum	85% of maximum	90% of maximum	95% of maximum	100%
<u>12 MONTH</u> EMPLOYEES					
SCHOOL SECRETARIES					
MIDDLE HIGH SCHOOL SECRETARY	\$42,277.50	\$44,919.84	\$47,562.18	\$50,204.53	\$52,846.87
BUTLER SCHOOL SECRETARY	\$42,277.50	\$44,919.84	\$47,562.18	\$50,204.53	\$52,846.87
MIDDLE HIGH SCHOOL SEC - GUID.	\$42,277.50	\$44,919.84	\$47,562.18	\$50,204.53	\$52,846.87
CUSTODIAN	\$44,418.04	\$47,194.17	\$49,970.30	\$52,746.42	\$55,522.55
<u>SCHOOL YEAR</u> EMPLOYEES					
INSTRUCTIONAL AIDES					
Hourly Rate	\$18.42	\$19.57	\$20.72	\$21.87	\$23.02
CLERICAL AIDES					
Hourly Rate	\$16.94	\$17.99	\$19.05	\$20.11	\$21.17
SCHOOL BUS DRIVERS					
Hourly Rate	\$23.39	\$24.85	\$26.32	\$27.78	\$29.24
CAFETERIA PERSONNEL					
ASST. MANAGER					
Hourly Rate	\$18.70	\$19.87	\$21.04	\$22.21	\$23.38
AIDES					
Hourly Rate	\$16.78	\$17.82	\$18.87	\$19.92	\$20.97

2026					
AVON PUBLIC SCHOOLS					
YEARS OF EMPLOYMENT	1	2	3	4	5
POSITION	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION
	80% of maximum	85% of maximum	90% of maximum	95% of maximum	100%
12 MONTH EMPLOYEES					
SCHOOL SECRETARIES					
MIDDLE HIGH SCHOOL SECRETARY	\$43,545.82	\$46,267.44	\$48,989.05	\$51,710.67	\$54,432.28
BUTLER SCHOOL SECRETARY	\$43,545.82	\$46,267.44	\$48,989.05	\$51,710.67	\$54,432.28
MIDDLE HIGH SCHOOL SEC - GUID.	\$43,545.82	\$46,267.44	\$48,989.05	\$51,710.67	\$54,432.28
CUSTODIAN	\$45,750.58	\$48,610.00	\$51,469.41	\$54,328.82	\$57,188.23
SCHOOL YEAR EMPLOYEES					
INSTRUCTIONAL AIDES					
Hourly Rate	\$18.97	\$20.15	\$21.34	\$22.52	\$23.71
CLERICAL AIDES					
Hourly Rate	\$17.45	\$18.54	\$19.63	\$20.72	\$21.81
SCHOOL BUS DRIVERS					
Hourly Rate	\$24.10	\$25.60	\$27.11	\$28.61	\$30.12
CAFETERIA PERSONNEL					
ASST. MANAGER Hourly Rate	\$19.26	\$20.47	\$21.67	\$22.88	\$24.08
AIDES Hourly Rate	\$17.28	\$18.36	\$19.44	\$20.52	\$21.60