

WORKING AGREEMENT

BETWEEN

VERNON BOARD OF EDUCATION

and

**LOCAL 1303-35 OF COUNCIL 4
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**CUSTODIANS, MAINTENANCE STAFF,
SECRETARIES AND CLERICALS**

July 1, 2019 through June 30, 2023

The Agreement is entered into by and between the Vernon Board of Education (hereinafter referred to as "the Board") and Local 1303 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "the Union")

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**ARTICLE I
RECOGNITION**

1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all non-temporary custodial, maintenance, secretarial and clerical employees of the excluding cafeteria employees and supervisory employees. Recognition of secretarial and clerical employees is granted pursuant to a certification issued by the State Labor Relations Board in Case No. ME-3047. Employees covered by this Recognition are referred to collectively herein as "Employee" or "Employees".

**ARTICLE II
UNION SECURITY**

2.0 The Board agrees to deduct from the pay of Employees who provide the Board written authorization for such deductions from their wages, such membership dues, initiation fees, service fees and reinstatement fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.

2.1 The deduction for Union dues and voluntary fees in any month shall be made during the first and second payroll week of said month and shall be remitted to the Connecticut Council 4 office, together with a list of names of employees from whose wages such deductions have been made, not later than the first day of the following month. A signed card authorizing the deduction will be provided to the Board, and the Union agrees to hold the Board harmless for damages arising from the making of authorized deductions.

2.2 At least one bulletin board shall be reserved in a custodian's office or in the vicinity of the administrative office in each school for the posting of official Union notices or announcements.

2.3 The Board agrees that there will be no lockout of any Employees during the life of this Agreement. The Union agrees that there will be no strike or other form of work stoppage during the life of this Agreement.

2.4 The Board will provide each employee with access to a copy of this Agreement within thirty (30) calendar days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire. A copy of this Agreement will also be available electronically on the Vernon Public Schools website.

2.5 A total of no more than three (3) Officers or designees shall be chosen by the Union for contract negotiations. These Union members shall be afforded the necessary amount of time without loss of pay for the purpose of attending contract negotiation sessions. The Union may have as many representatives as needed, but only three (3) officers or designees will be paid for time spent in negotiations.

**ARTICLE III
SENIORITY**

3.0 By October 1st of each year the Board shall provide to the Union a list, separated by job classification and including the name and date of hire for each Employee. Unless the Union files a grievance concerning the list within thirty (30) calendar days of receipt of same, the list will be presumed to be correct for all purposes of this Agreement. Upon completion of their probationary period, new employees shall be added to this list. Excluded from this list are all part-time employees that do not meet the criteria for union membership as stated in Section 2.1, such as temporary summer workers and temporary part-time workers, regular part-time workers, substitute custodians, substitute maintenance employees, substitute secretaries, and those employed under Work Study programs.

3.1 New Employees shall serve a probationary period of sixty (60) days worked and shall have no seniority or grievance rights during this period but shall be subject to all other provisions of this Agreement. The purpose of the probationary period is to permit the Superintendent or his/her designee to determine if the employee has the necessary skills and abilities to retain the position.

The Superintendent may extend the probationary period an additional thirty (30) days worked, if it is determined that additional time is needed to assess an employee's skills and ability to perform the job. If the employee submits a written request for reasons for the extension, the Superintendent will furnish reasons stated in writing. All employees filling full-time positions as defined in Article IV (HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY) who have completed their probationary period shall be full-time employees and shall acquire length of service records as of the date of their employment. Part-time employees who have met the criteria as stated in Section 2.1 shall acquire length of service records as of the date of their employment.

3.2 Vacancies

- A. All vacancies created through resignations, deaths, retirements, permanent transfers and new positions, shall be posted, on Union bulletin boards for a period of five (5) working days prior to any action taken by the Superintendent to fill such vacancy or new position. All postings per this section shall state the shift of the vacancy or new position. If the senior employee bids for the vacancy or new position, the five (5) day posting period shall be waived. Employees wishing to fill such vacancy or new position may personally, or through a Union official, submit their request to their Supervisor in writing. All employees bidding must meet the requirements of the position, at the time that the positions are posted. Employees expressing a desire to fill the vacancy or new position and who are not given the assignment may, in accordance with the provisions of this Agreement, appeal the action through the grievance procedure. Custodial and maintenance positions need not be posted for secretaries and clerks, and secretarial and clerical positions need not be posted for custodial and maintenance employees.
- B. Copies of the job posting, a list of the persons bidding for the job, and the name of the person appointed shall be sent to the Union President no later than seven (7) days after the posting period.
- C. All vacancies shall be filled where possible with the greatest expedience after an employee vacates a position or of the establishment of a new position. The Supervisor of Facilities & Special Projects or the Director of Business & Finance, with the approval of the Superintendent and the Board, shall establish a minimum requirement of personnel for their department and shall maintain at least this minimum at any time during the term of this Agreement.
- D.
 1. If vacancies occur in regular positions, or if new positions are created, the position shall be filled by Employees who are the most qualified for the position. If two (2) employees have the same qualifications, as determined by the Superintendent, the Employee with the most seniority shall be awarded the position.
 2. Job categories for this bargaining unit are: Custodians (including Head Custodian and Leadman), Maintenance, and Secretaries. In the case of maintenance Employees classified as heating and air conditioning technicians (HVAC), electricians or plumbers, sufficient skill and ability to perform the work requires them to have a journeyman's S2, P2 or E2 license from the State of Connecticut in their respective discipline.

3. In order to determine the most qualified Employees to perform in bargaining unit positions, the Board may establish and use a skill-based proficiency test for each position. The position will be filled by the applicant who passes the test with the highest score.
4. Employees may request to sit with the Administrator/designee of such test to go over their personal results.
- E. When an existing position has either the hours or the months increased, the current Employee shall retain the position. If the Employee in the changed position chooses not to retain the position, then the position shall be posted and the Employee vacating the position may, based upon seniority, go to another position equivalent (*i.e.* part-time or full time) to the former position prior to the changes.
- F. When an existing Employee is retained in a vacancy or new position for a period of thirty (30) consecutive working days then he/she shall be considered qualified and allocated to said position, if the position continues to exist; otherwise he/she shall return to his/her former position.
- G. All Employees who are filling new positions or vacancies shall have the right to revert back to their original classification within ten (10) working days after filling a new or vacant position. Transfers shall be deemed temporary until the ten (10) working day period has elapsed. Requests to return to their original classification must be made in writing to the Superintendent.

3.3 Layoffs shall take effect as follows:

- A. Probationary full-time Employees shall be laid off prior to part-time Employees if a part-time Employee replaces the full-time probationary Employee.
- B. Part-time Employees.
- C. Full-time Employees, within job categories with the least seniority first, *etc.* The job categories are: custodians (including head and lead custodian); maintenance, and secretary/clerical. A laid off full-time maintenance Employee shall have the right to replace the least senior custodian and will be given the first opportunity to refill his/her position should it become available again in the future. Any laid off full-time Employee shall have the right to replace any substitute in his/her job category.

3.4 Full-time Employees on the seniority list established under Section 3.0 are employees who work the regular hours of employment as defined in Article IV of this Agreement. Full-time Employees who are laid off shall have recall rights within their job category, Employees with the most seniority shall be rehired first for a period of one (1) year, beginning with the effective date of the layoff. No new Employees shall be hired in a job category until all laid-off employees in the job category have been given an opportunity as defined herein. If any Employee with recall rights rejects any appointment offered, or does not respond in writing within ten (10) calendar days of the date the notice of recall was mailed, the Employee's name shall be removed from the recall list and said Employee shall forfeit all recall rights. The Board or its designee shall notify a laid-off Employee of any recall offer by sending written notice to the Employee's last known address by registered mail.

3.5 Part-time Employees on the seniority list established under Section 3.0(b) who are laid off shall have recall rights within their job category, Employees with the most seniority shall be rehired first for a period of one (1) year, beginning with the effective date of the layoff. No new Employees shall be hired in a job category until all laid off Employees in the job category have been given a recall opportunity as defined herein. If any Employee with recall rights rejects any appointment offered or does not respond in writing within ten (10) calendar days of the date the notice of recall was mailed, the Employee's name

shall be removed from the recall list and said Employee shall forfeit all recall rights. The Board or its designee shall notify a laid off employee of any recall offer by sending written notice to the Employee's last known address by registered mail.

ARTICLE IV
HOURS OF WORK OVERTIME & HOLIDAY PREMIUM PAY

- 4.0 A. The regular hours of employment for payroll supervisor, custodial and maintenance Employees shall be forty (40) hours per week, divided equally over five (5) working days of eight (8) continuous hours each, plus a half-hour lunch/supper break, Monday through Friday. Employees' lunch/supper break must be taken continuously unless an emergency occurs during their lunch/supper break.
- B. Employees shall be paid at the rates shown in Appendix A.
- C. Secretarial and clerical Employees shall be designated twelve (12) month or ten (10) month Employees depending upon the requirements of each specific functional position authorized by the Board.
- D. The regular hours of work for all twelve (12) month and ten (10) month secretarial and clerical Employees shall be thirty-five (35) hours per week, seven hours per day, Monday through Friday.
- E. All custodial, maintenance, clerical and secretarial Employees shall perform the duties covered within the bargaining unit work as delegated and assigned by the Head Custodian, the Supervisor of Facilities & Special Projects or his/her designee, the Director of Business & Finance or his/her designee or the Superintendent or his/her designee.
- F. Shift schedules for custodial/maintenance Employees may be changed during the term of this Agreement by mutual agreement between the employee, the School Principal, the Supervisor of Facilities & Special Projects and the Local Union President.
- G. The Board-designated position of floating custodian will be available to be assigned to fill in for any absent custodian, leadman or head custodian at any school. The Supervisor of Facilities & Special Projects or his/her designee will assign the duties and shift schedule for each such position. In the event that there is no absent custodian, the Supervisor of Facilities & Special Projects or his/her designee, will assign other appropriate duties. Such position shall not be subject to Section 8.3.
- 4.1 A. Time and one-half shall be paid to all Employees for all time in excess of the regular hours as specified in sections 4.0(a) and 4.0(d) in any one week, Monday through Saturday, when required by the Supervisor of Facilities & Special Projects or his/her designee or the Director of Business & Finance or his/her designee. For purposes of computing overtime, all paid non-workdays except sick leave during the week shall be considered as time worked.
- B. Employees who use sick leave on a Monday or Friday of a given week are ineligible for overtime consideration for the immediately following Saturday and Sunday. Should any such employee absent on Friday have been scheduled for overtime on the immediately following Saturday or Sunday, another employee will be scheduled for said overtime under the provisions of this Agreement and said absent employee shall be charged with the scheduled overtime as if he/she had worked.
- 4.2 Double time shall be paid to all Employees covered under this Agreement for:
- A. All work performed on Sunday as such.
- B. All work performed on Holidays plus regular Holiday pay.

4.3 A record of overtime shall be posted for custodial and maintenance Employees. All overtime work must have prior approval of the Superintendent or his/her designee.

- A. Full-time custodial and maintenance Employees shall be given preference for all overtime.
- B. Overtime in each school shall be divided equally, among the custodians regularly assigned to that school. If there are none available, then custodians in other schools will be given an opportunity to share in the overtime unless the provisions of section 4.3(D) are imposed.
- C. Night shift employees shall be given an opportunity to equalize their share of overtime when school is not session and/or when it does not interfere with their regular work schedule.
- D. If a custodial or maintenance Employee is scheduled for overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled overtime as if he/she had worked. If no one assigned to the school avails themselves of the opportunity to accept such overtime, or the scheduled Employee informs the Supervisor of Facilities & Special Projects or his/her designee less than twenty-four (24) hours prior to the scheduled overtime that he/she will be absent for whatever reason, then the Supervisor and or his/her designee may utilize the least, senior Employee or substitutes assigned to the school if he/she considers that necessary, or may exhaust the full seniority list and utilize the least senior Employee or substitute to cover the overtime.

4.4 When a custodial or maintenance Employee is called in for work outside of his/her regular scheduled working hours, he/she shall be paid a minimum of three (3) hours at time and one-half of their regular hourly rate if the call back is Monday through Saturday and double their regular hourly rate if the call back is on Sunday or a Holiday, plus Holiday pay. Overtime will be paid regardless of the total hours' requirements as specified in Sections 4.0 a and d. If an Employee is asked to report to work early or stay late, and that time bridges with the start of his/her normal shift, by one (1) hour or less or an employee works up to two (2) hours at end of their normal shift, said time shall be treated as normal overtime as defined in Sections 4.1 and 4.2. Work scheduled for a Saturday, Sunday or Holiday will have a guaranteed minimum of three (3) hours.

4.5 All bargaining unit work performed by custodial and maintenance Employees will be done by Employees on the custodial or maintenance force, unless there are no such Employees available who can perform the work.

4.6 Shift preference will be granted custodial and maintenance Employees on the basis of seniority within the classification as openings occur. The number of Employees on each shift and at each location will be determined by the Supervisor of Facilities & Special Projects, with the approval of the Superintendent.

On an emergency basis, due to lack of adequate coverage, the Supervisor of Facilities & Special Projects may shift custodial Employees between locations as required to provide adequate minimum coverage on any given shift. An attempt will be made to contact all custodial employees for overtime work prior to shifting employees to another location.

During school vacations and summer shutdowns, custodians may be temporarily assigned to other buildings as needed as determined by the Supervisor of Facilities & Special Projects with twenty-four (24) hours' notice to the affected Employee(s), except where the temporary assignment is due to an emergency or other unforeseen work requirement. In such cases, less than 24 hours' notice may be given.

4.7 Part-time custodial, maintenance, secretarial and clerical Employees are not to be used to do work normally done by full-time Employees unless there are no full-time Employees available. Substitutes may be employed for Employees who have long-term absences due to illness or injury where it is expected that the Employees will return to their former position.

4.8 Ten-month secretarial, clerical Employees:

- A. Elementary secretaries shall commence ten (10) working days prior to the opening of school, excluding Labor Day, Saturday and Sunday. Termination of work shall be at the conclusion of the fifth working day after the last official school day. None of the additional days under 4.9(C) shall be used after the fifth working day after the last official day of school.
- B. All other ten (10) month Employees shall commence work five (5) working days prior to the opening of school, excluding Labor Day, Saturday and Sunday. Termination of work shall be at the conclusion of the fifth working day after the last official day of school. None of the additional days under 4.9(C) shall be used after the fifth working day after the last official day of school.
- C. All ten (10) month secretarial Employees shall workdays school is in session. They will not work on cancelled school days or school vacation days and consistent with practice they will not be paid on such days. A normal seven (7) hour day shall be worked on abbreviated school days, scheduled or unscheduled. In addition, all such secretaries will work five (5) additional days to be scheduled with the mutual agreement with their immediate supervisor, subject to approval of the Director of Business & Finance.

4.9 All Employees under this Agreement shall participate in the Board-designated payroll accounting system process as designated by the Superintendent or his/her designee.

- 4.10 A. On late opening school days, it is expected that all secretaries and clerical Employees will report at their normal time. However, no secretary or clerical Employee will suffer a loss in pay if the circumstances dictating the necessity for the late opening also cause their tardiness. Such payments must be approved by their immediate supervisor.
- B. If the Superintendent determines that due to weather conditions or other emergency circumstances that any secretarial or clerical Employees should be dismissed early, they will not suffer any loss of pay for that day.

**ARTICLE V
HOLIDAYS**

5.0 The following Holidays shall be observed as days off, with full pay, for all full-time custodial and maintenance Employees and all twelve (12)-month secretarial or clerical Employees. Ten (10)-month secretarial or clerical Employees will receive the paid Holiday benefits described below except that Independence Day shall not be included among the designated paid Holidays. Part-time Employees shall receive pro-rated holiday pay from the date of their eligibility based upon the ratio of their hours of service to the regular hours of work as stated in Article IV.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Last Working Day before Christmas Day*
Independence Day	Christmas Day*

Two floating Holidays in lieu of Lincoln's Birthday and Veterans Day.

- A. Holidays falling on a Saturday shall be celebrated on the preceding workday if school is not in session. If school is in session, the Employee shall receive an additional day off at a time mutually agreeable between the Local Union President and the Superintendent.

- B. Holidays falling on Sunday shall be celebrated on Monday, if school is not in session. If school is in session, the employee shall receive an additional day off at a time mutually agreeable between the Local Union President and the Superintendent.
- *C. If Christmas falls on a Monday, and the preceding Friday is a scheduled school day, bargaining unit employees will not take the Friday before Christmas off. In lieu of the last working day off, employees shall be given a floating holiday to be mutually agreed between the Local Union President and the Superintendent.

5.1 Whenever a paid Holiday occurs while an employee is out on sick leave, the Employee shall be granted an additional day off at a time mutually agreeable to the Employee and, in the case of custodial and maintenance Employees, the Supervisor of Facilities & Special Projects. In the case of secretarial Employees, the additional day will be granted at a time mutually agreeable to the Employee and the Employee's designated supervisor and the Director of Business & Finance. Additional days shall not be used to extend a school vacation or holiday. Any Employee wishing to avail himself/herself of this provision must provide a doctor's certificate verifying his/her illness for the Holiday and prior or subsequent period employee is on sick leave.

ARTICLE VI VACATIONS

- 6.0 A. Twelve-month secretarial, custodial and maintenance Employees hired prior to July 1, 2019 shall be entitled to vacations with pay at their classified hourly rate and regularly scheduled hours per day, on the following basis.
 - 1. Employees who have completed one (1) year of continuous service with the Board shall be entitled to a vacation of ten (10) working days annually, five (5) days of which may be taken after the first six (6) months of continuous service. The exception applies only to the first year of service.
 - 2. Employees, who have completed one (1) year of continuous service with the Board, but less than five (5) years of service, shall be entitled to a vacation of two (2) weeks annually.
 - 3. Employees who have completed five (5) years of continuous service shall be entitled to a vacation of three (3) weeks annually.
 - 4. Employees with over five (5) years of continuous service shall with the Board shall receive one (1) additional vacation day for each two (2) years of service over five (5) years to a maximum of four (4) weeks' vacation annually after fifteen (15) years of service.
 - 5. Employees with over twenty-five (25) years of continuous service shall receive five (5) weeks of vacation annually.
- B. Twelve-month secretarial, custodial and maintenance Employees hired after June 30, 2019 shall be entitled to vacations with pay at their classified hourly rate and regularly scheduled hours per day, on the following basis.
 - 1. An Employee who has completed one (1) year of continuous service with the Board shall be entitled to a vacation of ten (10) working days annually, five (5) days of which may be taken after the first six (6) months of continuous service. The exception applies only to the first year of service.
 - 2. Employees, who have completed one (1) year of continuous service with the Board, but less than ten (10) years of service, shall be entitled to a vacation of two (2) weeks annually.
 - 3. Employees who have completed ten (10) years of continuous service with the Board shall be entitled to a vacation of three (3) weeks annually.

4. Employees with over fifteen (15) years of continuous service with the Board shall receive four (4) weeks' vacation annually after fifteen (15) years of service.
 5. Employees with over twenty-five (25) years of continuous service as of June 30, 2019 shall receive five (5) weeks of vacation annually. Employees attaining twenty-five (25) years of continuous service after June 30, 2019 will not be eligible for this provision.
- C. Vacations may be requested and taken at any point during the calendar year. All requests for vacations for the next fiscal year must be received in writing by the Supervisor of Facilities & Special Projects or Director of Business & Finance by the preceding May 1st. When two or more Employees request coinciding vacations, preference shall be based on seniority on a building by building basis, providing that they meet the contractual requirements of the May 1st notice as listed above. Any requests for vacations not scheduled by May 1st must be received in writing fifteen (15) days prior to the start of the employee's requested vacation and are subject to approval under section 6.2. No vacations will be scheduled one (1) week prior to school opening. Prior notice period may be shortened under extenuating circumstances by agreement with the Supervisor of Facilities & Special Projects.
 - D. The Employee's anniversary date will be used to determine the amount of vacation time due.
 - E. The Superintendent will authorize Employees to carry over a maximum of five vacation days from one year to the next provided this request is being made by the employee because his/her workload or other extenuating circumstances have made it impossible for him/her to use all of their vacation time. This request must be made in writing to the Superintendent thirty (30) days prior to the Employee's next anniversary date.
 - F. Vacation pay may be received in advance one (1) week upon application to the Superintendent, made in writing at least three (3) weeks prior to the first scheduled vacation day.
 - G. Part-time Employees shall receive pro-rated vacations from the date of their eligibility based upon the ratio of their hours of service to the regular custodial/maintenance hours of work as stated in Article IV.
 - H. Part-time twelve (12) month secretaries who are eligible to join the Union under Section 2 shall receive pro-rated vacations from the date of their eligibility based upon the ratio of their hours of service to the regular twelve (12) month secretarial hours of work as stated in Article IV.
- 6.1 Ten (10) month secretarial Employees hired prior to July 1, 2019 shall be entitled to vacations with pay at the Employee's classified hourly rate as described below.
- A. A ten (10) month Employee who has completed one (1) year of service shall be entitled to five (5) vacation days annually of which two and one-half (2 1/2) days may be taken after the first five months of continuous service. The exception applies only to the first year of service.
 - B. A ten (10) month Employee who has completed over five (5) years of continuous service and less than ten (10) years shall receive one (1) additional vacation day for each year of service over five (5) years until he/she has completed ten (10) years of service.
 - C. A ten (10) month Employee who has completed ten (10) years of service shall be entitled to fifteen (15) vacation days annually.
 - D. Part-time ten (10) month Employees who are eligible to join the Union under Section 2 shall receive pro-rated vacation from the date of their eligibility based upon the ratio of

their hours of service to the regular ten (10) month secretarial hours of work as stated in Article IV.

- E. Any ten (10) month secretarial Employee hired after June 30, 2019 will not be entitled to this benefit.

6.2 Vacations will be established by mutual agreement between Employees and their immediate supervisor.

- 6.3 A. Pro-rata accumulated vacation pay shall be granted to an Employee in the event he/she terminates his/her service with the Board.
- B. In the event of the death of an Employee, his/her pro-rata accumulated pay shall be paid to the beneficiary designated by said employee in writing and retained in his/her service folder. In the event said Employee has failed to designate a beneficiary in writing prior to his/her death, the Board shall pay to the spouse of the Employee, if any, and if said spouse is not alive, to the estate of said deceased Employee.

**ARTICLE VII
LEAVE PROVISIONS**

- 7.0 A.
 1. Each 12-month employee shall be credited with sick leave to be used at his/her current base pay during each fiscal year based on the following schedule:
 - a. Hired prior to July 1, 1991 15 days per year
 - b. Hired on or after July 1, 1991 12 days per year
 2. Each 10-month Employees shall receive 10 sick days per year. Any 10-month Employee who was accruing more than ten (10) sick leave days per year as of the ratification of the 2019-23 contract shall continue at his/her rate of accrual as of June 30, 2019.
 3. Each Employee shall be entitled to use such sick leave, with full pay, as has accrued to his/her credit. If an Employee has accumulated his/her contractual maximum number of sick days going into the fiscal year, he/she will be entitled to utilize his/her newly accrued sick days before using days from his/her maximum accumulation. Employees who have drawn from their accumulated sick leave will be able to re-accumulate those days back up to their maximum, provided they have remaining sick days at the end of the fiscal year.
 4. Each Employee will receive written/email notice of his/her accumulated sick leave by January 1st of each year. Employees will be eligible to accumulate unused sick leave from year to year based on the following schedule:
 - a. Hired prior to 7-1-1994 180 days
 - b. Hired on or after 7-1-1994 to 6-30-2010 150 days
 - c. Hired on or after 7-1-2010 90 days, with no payout for accumulated sick time at retirement or upon leaving in good standing or for any other reason.
- B. **Earned days:** Any Employees covered by this Agreement who have six (6) months, ten (10) months or twelve (12) months of continuous service without use of any sick leave shall receive one (1), two (2) or three (3) earned days, respectively. The total number of earned days that an Employee may accumulate shall be three (3) in any one (1) fiscal year. The Employees may take extra time off, subject to the approval of the Supervisor of Facilities & Special

Projects for custodial/maintenance Employees, or for secretarial/clerical Employees, the immediate supervisor and the Director of Business & Finance. If the Employee elects to take the day or days off, he/she must take the time no later than the fiscal year after the fiscal year that the time was earned, or the time off will be forfeited. Earned days will not be available for Employees hired on or after July 1, 2016.

- C. In exceptional cases, the Superintendent may grant, with approval of the Board, additional sick leave with pay. Request for such additional sick leave shall be in writing and must be signed by the Employee.

7.1 Sick leave may be used in the following instances:

- A. Personal illness or physical incapacity. However, if, upon investigation it is found by the Supervisor of Facilities & Special Projects or the Director of Business & Finance that said leave was not warranted, the Employee shall not be compensated.
- B. Enforced quarantine of the Employee in accordance with community health regulations.
- C. To obtain medical or dental treatment. A certificate verifying said treatment might be required by the Superintendent. No unit of time less than one-quarter (1/4) of one (1) working day shall be credited to the employee for purposes of this section.
- D. A dated Doctor's certificate shall be required after three (3) consecutive working days of absence due to sickness or injury, and shall be required for all absences due to illness or accidents on the working day before a holiday or day of vacation leave and/or the first working day after a holiday or day of vacation leave. Should an Employee have previously been absent for two (2) consecutive working days due to sickness then such Doctor's certificate shall be required for any subsequent absence of two (2) or more consecutive working days due to sickness. Failure to provide the aforementioned certificate upon request by the Supervisor of Facilities & Special Projects and/or the Director of Business & Finance will result in loss of wages for the days absent. Employees shall be permitted to return to work without said certificate and will not receive compensation for these days until the certificate is received. If there is any pattern or practice of sick leave use that cannot be adequately explained by the Employee, the Board can discipline the employee. Any such discipline may be contested through the grievance and arbitration provisions of this Agreement.
- E. Up to four (4) days per year to care for a sick spouse, parent or child.

7.2 **Retirement/Death Benefit.** Employees shall, upon retirement or termination in good standing, receive payment on the basis of their normal daily wages as follows:

- A. An Employee in employ of the Board on June 30, 1991 shall receive full compensation for each day of his/her unused accumulated sick leave.
- B. An Employee hired from July 1, 1991 through and including July 1, 2010, shall receive seventy-five percent (75%) of said normal daily wages for any each day of his/her unused accumulated sick leave.
- C. An Employee hired after July 1, 2010, will receive no compensation for unused accumulated sick leave.
- D. In the event of the death of an Employee, any accumulated unused sick leave pay due under this Section shall be paid to the beneficiary designated by said Employee in writing and retained in his/her service folder. Payment shall be made as provided in Section 7.2 A-C. In the event said Employee has failed to designate a beneficiary in writing prior to his/her death,

the Board shall make any payment due hereunder to the spouse of the Employee, if any; and if no spouse, to the children of the said deceased Employee; and, if no spouse or children, to the estate of the deceased Employee.

7.3 Employees shall be granted special leaves of absence with full pay for the following reasons:

- A. Jury Duty.** Any Employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The Employee who is called to fulfill this obligation shall be compensated at the full rate of normal base wages. On the 6th day and days thereafter, the Employee will sign over the compensation check for jury duty to the Board. The Employee may request the Superintendent to seek a deferral from jury duty. A juror service certificate indicating that jury duty was served must be submitted in order to receive compensation under this provision.
- B. Military Leave.**
1. Employees required to serve in the military service of the United States shall be entitled to leave and other benefits in accordance with state and federal law. No Employee shall lose any seniority standing because of any required military service, including service in the National Guard or organized reserves.
 2. The Employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns from military service.
 3. The Employee may pay to the employee's retirement fund the Employee's annual assessments due for the period of his/her absence when he/she returns from required military service.
 4. On return from required military service, an Employee shall be reinstated to his/her former job or one of like rank, if such a position continues to exist, and shall receive credit for any yearly wage step increases for which he/she would have been otherwise eligible during his/her absence for military service, provided that he/she reports for duty within ninety (90) days of his/her discharge from the military service.
- C. Union Leave.** Employees who are Union officials shall be allowed the required time without loss of pay to attend Union conventions and conferences. No more than two (2) Union officials shall be authorized to be absent under this provision at the same time. The time for all personnel shall not exceed a cumulative total of ten (10) days per year. In times of emergency, as determined by the Supervisor of Facilities & Special Projects, the Director of Business & Finance or the Superintendent or their respective designee, no more than one (1) person shall be allowed to attend such function. In all cases, notices of intention to attend such function as required by this provision shall be given at least two (2) weeks in advance of the first day of absence.
- D. Education Leave.** Employees will be allowed to attend conferences or take courses of study, all of which will contribute to or increase the knowledge of the employee with regard to the job or position. Attendance must be approved by the Superintendent or his/her designee.
- E. Bereavement Leave.** Full-time Employees shall receive in the event of death in their immediate family, or the immediate family of his/her spouse, three (3) days' leave with pay. Part-time employees who are eligible to join the Union under Section 2 shall receive pro-rated leave from the date of their eligibility based upon the ratio of their hours of service to the regular hours of service as stated in Article 4 for their job category. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, sibling, child, stepchild, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, great grandparents,

great grandchildren, brother-in-law, sister-in-law, and also any relative who is domiciled in the employee's household. One day may be used for bereavement of a relative not listed herein. The employee shall provide verification of the death when requested by the Supervisor of Facilities & Special Projects or the Director of Business & Finance.

F. Workers' Compensation Leave ("WCL"). As distinguished from sick leave, WCL shall mean paid leave given to an Employee due to absence from duty caused by an accident or injury covered by the Connecticut Workers' Compensation Act that occurred while the Employee was engaged in the performance of his duties. An Employee who is eligible for WCL shall, for a period not to exceed one (1) year, receive from the Board an amount which, when added to the WCL compensation received by the Employee, shall equal his/her regular base pay.

G. Personal Leave.

1. Full-time Employees shall be entitled to three (3) days a year for personal reasons, such as illness of the immediate family (as defined in Section 7.3.E), legal requirements, and religious holidays. All Employees must specify that they are entitled to such leave per this contract provision. All requests for personal leave must be for imperative personal business that could not be conducted outside of the Employee's hours of work. Part-time Employees shall receive pro-rated personal leave from the date of their eligibility based upon the ratio of their hours of service to the regular hours of service as stated in Article 4 for their job category.
2. Notification of intention to take leave under this provision shall be submitted in writing to the Employee's immediate supervisor unless emergency circumstances preclude such notification. All personal days must be requested at least five (5) working days in advance of the proposed leave and are subject to approval of the School Principal, Supervisor of Facilities & Special Projects or their respective designee for custodial/maintenance Employees and the immediate supervisor and Director of Business & Finance in the case of secretarial/clerical Employees. In the case of an emergency, the five (5) working days' notification may be waived by the respective supervisor. Personal days are not cumulative from year to year. Failure to provide proper notification of intent to use personal time may be cause for forfeiture of leave pay. Personal leave shall not be used to extend a school vacation or school holiday.

7.4 Leave of Absence Without Pay

- A. The Board and Superintendent may grant leaves of absence without pay for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the Superintendent and shall include a statement of the reasons therefore and of the length of leave requested. During the period of a leave without pay, except for military leave, the Employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave or vacation time.
- B. An Employee shall be reinstated from leave of absence without pay and without any preferred status from his/her prior employment, to any position comparable to the position the Employee last held with the Board. The Employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns.
- C. Any employee who is on leave of absence without pay shall not be paid for any holidays or sick leave during the period of the absence. Any vacation time due to an employee at the time of taking a leave of absence without pay may be paid at that time.

7.5 Maternity Leave:

- A. An Employee who becomes disabled due to pregnancy, childbirth or conditions attendant thereto shall have such disability treated under this Agreement as any other temporary disability. Any Employee who becomes pregnant is requested to notify the Superintendent or his/her designee, in writing, as soon as practicable prior to the expected date of the need for leave in order to allow for the efficient coverage for such Employee's absence.
- B. Leave shall begin when the Employee's doctor certifies in writing that she is no longer physically able to work and said leave shall expire when her doctor certifies in writing that she is physically able to return to work. The Board shall have the right to require said certifications from the Employee.
- C. Accumulated sick leave shall be available for use during periods of such disability. Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further time as an Employee is certified in writing by her physician to be disabled from performing the duties of her job because of pregnancy, childbirth or conditions attendant thereto.
- D. Upon her return, the Employee shall be assigned to her former or comparable position if it continues to exist.

**ARTICLE VIII
WAGES**

8.0 Wage scales set forth in this Agreement and its appendices shall be effective retroactive to July 1, 2019 and shall remain in full force and effect until the 30th day of June 2023.

8.1 Wage scales and classifications covering members of the bargaining unit are subject to negotiations and, where reduced to writing, shall be made a part of this Agreement.

8.2 Employees hired by January 1 in any contract year, who are on steps shall advance a step each July 1 until they reach the maximum step.

8.3 All bargaining unit employees scheduled for work by the Supervisor of Facilities & Special Projects or the Director of Business & Finance in a temporary higher classification/labor grade than their own for more than thirty (30) days during any school year, shall be paid at the step on the salary schedule for the higher classification/labor grade he/she had attained on the salary schedule for his/her own classification/labor grade. During the thirty (30) days, the employee shall receive his/her regular rate of pay. Upon the completion of the temporary assignment the employee reverts back to his or her previous assignment without any loss of seniority.

8.4 Shift Differentials.

- A. Custodial employees who received a shift differential as of June 30, 2019, shall be paid a shift differential of seven percent (7%) of their base rate for any hour or hours worked in a regularly assigned shift starting between 2:00 p.m. and 6:30 a.m. Custodial employees who were not receiving a shift differential as of June 30, 2019, or any Employee who was receiving said shift differential as of June 30, 2019 but later moves to a shift position scheduled to start and end between 6:00 a.m. and 5:00 p.m., shall be paid a shift differential of \$0.75 per hour if assigned to a shift worked between 2:00 p.m. and 6:30 a.m. after June 30, 2019.
- B. Section 8.4.A shall not apply to maintenance Employees whose regular shift falls between the hours of 6:00 a.m. to 3:30 p.m. In the event a new shift is established for the above-named personnel, the wage differential set forth in 8.4.A shall apply. Section 8.4.A shall also not apply to secretarial and clerical Employees.

- C. For any temporary change in work hour assignment, a custodial or maintenance Employee shall be paid in the same fashion as he/she ordinarily had been paid and shall not lose any shift differential as a result of such change in work assignment. For the purpose of this section "temporary change" shall be any continuous change which does not exceed sixty (60) days.

8.5 The Board shall provide Employees covered by this Agreement coverage under the Unemployment Compensation Laws of the State.

8.6 A. **Longevity – 12 Month Employees**

1. Full-time Employees, other than ten (10) month secretarial Employees, shall receive longevity payments in a lump sum on their anniversary date in recognition of their length of service on the following basis:

Years of Service	Amount
5 years to 10 years	\$325
11 years to 15 years	\$425
16 years to 20 years	\$525
21 years to 25 years	\$625
26 years to 30 years	\$725
over 30 years	\$825

2. Part-time Employees other than 10 month secretaries who are eligible to join the Union under Section 2 shall receive pro-rated longevity payments from the date of their eligibility based upon the ratio of their hours of service to the regular hours of service as stated in Article 4 for their job category.
3. Pro-rata longevity payments shall be paid to an Employee in the event his/her services to the Board are terminated.

B. **Longevity – 10 Month Employees**

1. All ten (10) month secretarial Employees shall receive longevity payments in a lump sum on their anniversary date in recognition of their length of service on the following basis:

Years of Service	Amount
5 years to 10 years	\$290
11 years to 15 years	\$375
16 years to 20 years	\$475
21 years to 25 years	\$575
26 years to 30 years	\$600
over 30 years	\$725

2. All part time Employees other than 10 month secretaries who are eligible to join the Union under Section 2 shall receive prorated longevity payments from the date of their eligibility based upon the ratio of their hours of service to the regular hours of service as stated in Article 4 for their job category.
3. Pro-rata longevity payments shall be paid to an Employee in the event his/her services to the Board are terminated.

- C. All Employees hired after June 30, 2002 will not receive any benefits under this Section 8.6.

8.7 Employees shall be paid on a biweekly basis in accordance with Connecticut State Statutes.

8.8 Evaluations

- A. Each fiscal year the Board shall give a written evaluation to each Employee. Such evaluation shall be done by the direct non-union supervisor of the Employee, but input may be received and considered from any supervisory employee of the Board who has direct contact with the Employee. This evaluation will be discussed with each Employee who will have the right to respond in writing to it. Both the evaluation and any response will be placed in the Employee's personnel file.
- B. Any negative evaluation shall be subject to possible discipline. Any such disciplinary action will be subject to the provisions of Article XIII, but otherwise such evaluations shall not be subject to Article XIII.
- C. The Board may pay an Employee who is evaluated as having exceeded the required performance of his/her position in the prior year a special bonus of up to \$500.

**ARTICLE IX
RESIGNATIONS AND TERMINATIONS**

9.0 **RESIGNATIONS:** To resign in good standing, an employee must give the Supervisor of Facilities & Special Projects or Director of Business & Finance at least fourteen (14) calendar days prior notice, unless the Supervisor of Facilities & Special Projects or Director of Business & Finance, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by the employee to the Superintendent and the Union with a statement by the Supervisor of Facilities & Special Projects or Director of Business & Finance as to the resigned employee's service performance and pertinent information concerning the cause for resignation. Failure to comply with this rule shall be entered on the service record of the Employee and may be cause for denying future employment by the Board. The resignation of any employee who fails to give notice shall be reported to the Superintendent and the Union by the Supervisor of Facilities & Special Projects or Director of Business & Finance immediately. The Superintendent may take steps to verify reasons for any resignations; he/she shall notify the Employee in writing as to the acceptance of his/her resignation and shall notify the Board and the Union of the effective date of his/her resignation. Employees who resign and are not in good standing, shall be denied the benefits of the Agreement that are payable upon resignation or retirement.

9.1 **TERMINATIONS:** An Employee who fails to report to work for a period of five (5) working days and who fails to notify the Supervisor of Facilities & Special Projects, for custodial/maintenance Employees, or Director of Business & Finance for secretarial/clerical Employees of the reason for his/her absence may be terminated by the Supervisor of Facilities & Special Projects, for custodial/maintenance Employees, or the Director of Business & Finance for secretarial/clerical employees. Terminated employees will be denied the benefits of the Agreement that are payable to an Employee who resigns or retires in good standing.

**ARTICLE X
INSURANCE AND PENSION**

10.0 A. The Board shall pay the following cost of the medical insurance coverage:

- 1. Effective July 1, 2019 85.0%
- 2. Effective July 1, 2020 85.0%
- 3. Effective July 1, 2021 83.5%
- 4. Effective July 1, 2022 82.0%

The remainder of said cost will be paid by the participating employee through payroll deduction.

- B. The Board will offer individual, two-person, and family membership in the medical plan to all full-time and eligible part-time Employees. All eligible part-time Employees in the bargaining unit shall receive pro-rated insurances provided by the Board. The basis for the proration shall be the percent of cost as stated in this section, from the date of their eligibility, based upon the ratio of their hours of service to the regular hours of service as stated in Article I for their job category.

10.1. Employees who become Medicare eligible during their employment with the Board shall have the option of remaining on the Board's HDHP plan with an HSA or switching to Medicare and being under a health reimbursement account ("HRA").

- A. If the Employee chooses Medicare/HRA coverage, the Board will fund the HRA annually in the amount necessary to provide an account balance sufficient to cover the same percentage cost of Medicare and a Medicare supplement plan chosen by the Board as the Board pays for the HDHP/HSA plan, including Board deductible contributions, if any.
- B. A Medicare/HRA Employee's dependents who are not Medicare eligible shall be allowed to remain in the HDHP/HSA plan until Medicare eligible. Upon reaching Medicare eligibility, such dependents will be covered under the provisions of Section 10.1.A, above.

- 10.2 A. The medical insurance shall be a HDHP/HSA with a \$2000 single and \$4000 two-person/family deductible. After the applicable annual deductible is reached, all coverage, including prescriptions, shall be covered by the insurance plan one hundred percent (100%).
- B. The Board shall fund 50% of the applicable deductible (into the Employee's HSA) and the Employee shall fund the remaining 50% through regular payroll deductions through the Board.
- C. The Board shall fund half of the Board contribution toward the deductible on July 1 each year of the contract and fund the remaining half of the Board contribution on January 1 of each year of the contract.
- D. Employees who are not eligible for an HDHP/HSA can participate in a Health Reimbursement Account (HRA) with the Board providing the same contributions towards reimbursement as in the HSA. The parties acknowledge that the Board's contribution toward the funding of the HSA and/or HRA plans is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees.

10.3 Dental Plan may be provided by the Board at its discretion and Employees shall pay thirty-five percent (35%) of the premiums for their selected level of coverage through payroll.

- 10.4 A. Retired Employees and/or their spouses at the time of retirement shall be allowed to continue medical insurance coverages as defined in this Article X until Medicare eligible, at which time they will be required to seek health insurance coverage elsewhere. All benefits elected under this provision shall be paid for in full by the retired Employee or the deceased Employee's spouse, as applicable, at the current Board group rates for the aforementioned medical insurance. Upon Medicare eligibility, retired employees/ spouses will no longer be participants in the Town of Vernon Pension Plan and/or health insurance participation as otherwise provided for herein.
- B. If an Employee dies while employed between the ages of 62 and 65 and/or is eligible for retirement under the Town of Vernon Pension Plan, or would meet the requirements for retirement under said pension plan, and has at least 10 years of continuous service, his/her spouse may continue full health care benefits per Section 10.1 to 4. The spouse upon reaching

Medicare shall be required to switch coverage from the regular medical plans to the 65 Plans as listed in Sections 10.1 and 10.3.

10.5 The Board shall provide and pay for the following life insurance for all full-time Employees. All part-time Employees who are eligible to join the Union under Section 2 shall receive pro-rated life insurance from the date of their eligibility based upon the ratio of their hours of service to the regular hours of service as stated in Article 4 for their job category.

- A. Group Life Insurance under group policy provided by the Board for its employees.
 - 1. Life Insurance \$30,000
 - 2. Accidental death and dismemberment \$60,000
- B. A retired Employee may, at his/her expense, continue the group life at the current Board group rate under the policy, less the accidental death and dismemberment endorsement where applicable, until reaching Medicare eligibility.
- C. Any changes to the retiree health and life insurance shall be effective upon the actual implementation of the changed coverages after the revision to the Town of Vernon Pension Plan.

10.6 The Board may provide health insurance coverage for Employees through alternate carriers or through self-insurance. In no case shall the coverages and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the coverages and benefits available to Employees under the group health insurance policies described herein. Should the Board desire to change insurance carriers and/or self-insure, the Union president shall be first notified and given an opportunity to review the proposed changes. Should the Union and the Board disagree that the alternative coverages proposed will provide equal coverage to those provided by the group plans described herein, binding arbitration as set forth under Article XIII of the Agreement may be immediately implemented at the request of the Union or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. None of the individual coverage's set forth in this section shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

- 10.7
- A. Employees may voluntarily elect, subject to section 125 of the Internal Revenue Code of 1986, ("Code") to waive all health insurance coverage benefits and, in lieu thereof, be remunerated in the amount of one thousand five hundred dollars (\$1500) provided the Employee has notified the Director of Business & Finance by May 31 of each year. Payments for the waiver will be made in two (2) equal installments in December and June.
 - B. Employees choosing this option shall be able to change their option during an annual open enrollment period occurring from May 1st through May 31st or following a change in family status as defined in Code and its regulations. Employees allowed to change this waiver option must give the Director of Business & Finance at least fifteen (15) days written notice. Coverage will commence at the beginning of the calendar quarter of July 1st, October 1st, January 1st or April 1st, unless required sooner under the Code and its regulations, following the written notice. Employees who restart their insurance coverage, except on July 1st must reimburse the Board a prorated portion of any installment collected for waiving their insurance coverage.
 - C. Employees shall not have an option to receive a waiver of insurance coverage payment stipend after June 30, 2021.

10.8. Retirement Plan

- A. Employees shall be covered by the Retirement Plan of the Town of Vernon.
- B. Employees hired on or after January 1, 2017, and eligible for the Town Retirement Plan, are not eligible for the Defined Benefit Plan and shall be enrolled in the Town's Defined Contribution Plan. Employees currently enrolled in and contributing to the Town's Defined Benefit Plan are not eligible for participation in the Town's Defined Contribution Plan.
- C. All Employees may participate in a retirement plan consistent with the Retirement Plan adopted by the Town of Vernon, if eligible according to the terms of that plan.

ARTICLE XI SAFETY & HEALTH

11.0 The joint safety and health committee shall meet from time to time and review and recommend safety and health conditions.

11.1 It is the responsibility of the Board to provide suitable working uniforms for all custodial and maintenance employees. Therefore, the Board shall furnish each custodial and maintenance employee with three (3) uniforms each annually on October 1st. New custodial and maintenance employees shall be furnished with three (3) uniforms at the time of their hire. Cotton uniforms will be provided to those employees who have a medical need for such. Employees will be required to keep their uniforms in an acceptable state of appearance. Employees are required to wear their uniform while working. The Board shall also provide each custodial and maintenance employee assigned to the day shift suitable boots, rain gear and a hooded winter jacket. Any employee assigned snow removal duties shall be provided proper snow removal gear. Rubber boots shall be provided to employees involved in the stripping of floors. All items included in this section may be provided on a rental or a purchase basis. It is the responsibility of the employee to exercise reasonable care of all items so issued. Upon termination or resignation of an employee, he/she shall return all items issued under this section.

11.2 The Board shall provide, free of charge to all full-time and part-time employees who wish medical injections for the prevention and treatment of poison ivy, influenza and hepatitis (B).

11.3 The Board shall provide safety shoes to the Maintenance Division employees, including the Floating Custodian, at a cost not in excess of \$100.00 per pair. Such safety shoes must be worn at all times while working and will be replaced when worn out through normal wear and tear, and the exercise of reasonable care, provided they are returned to the Board for inspection.

11.4 It is understood that a sum of money not to exceed \$10,000 may be expended in the Work-Study program for maintenance/custodial services. Nothing in this section shall interfere with continuation of the Work-Study program involving secretarial or clerical work.

ARTICLE XII DISCIPLINARY PROCEDURE

- 12.0 A. An employee, who accumulates within a twelve (12) month period any four (4) offenses, shall be subject to discharge irrespective of whether or not the penalties for any of the four (4) specific violations involved, provides for discharge.
- B. Should it become necessary to discipline Employees, discipline will be for just cause. Employees are subject to discipline for any action which harms a student, a staff member or a member of the public, interferes with the program of a student, is disruptive of the safe and efficient operation of the Vernon schools or which indicates lack of good judgment. It is virtually impossible to list all of the specific instances of employee misconduct for which discipline may be imposed. Therefore, Employees facing discipline will be notified of the

problem and given an opportunity to explain their position before any decision is made. An Employee suspected of misconduct who is summoned to an interview with a supervisor which may lead to the imposition of discipline may request the presence of a designated Union representative. Any time discipline becomes necessary due to poor performance, the Employee will be notified of the problem and advised of the steps necessary for improvement. The penalty imposed in a particular case will depend upon the facts of the case, the Employee's previous record and the seriousness of the offense. Possible disciplinary actions include, but are not limited to, verbal reprimands, written reprimands, suspensions without pay, demotions, transfers to other positions and involuntary termination.

ARTICLE XIII GRIEVANCE PROCEDURE

13.0 Grievances arising out of matters covered by this Agreement and disputes and consultations of any questions arising out of the employer/employee relationship will be processed in the following manner, at the request of either party:

13.1 Time Limits

- A. The Supervisor of Facilities & Special Projects, the Director of Business & Finance, and the Union Committee from the employees of their departments shall meet periodically at a time mutually convenient for the purpose of discussing matters of mutual interest, performance of work, employee behavior, and working conditions with the intent to avoid the necessity for individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

1. If an employee does not file a grievance within fifteen (15) business days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
2. Failure by the aggrieved employee at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that level.

Step 1: The Union representative may reduce the grievance to writing and present it to the employee's immediate supervisor within ten (10) business days after receipt of the decision. The appropriate supervisor shall arrange a meeting with all those concerned present to review the facts and shall address the grievance at once, or so notify the Union representative of his/her decision in writing within ten (10) business days from the day the grievance was submitted to him/her.

Step 2:..If the Union is not satisfied with the appropriate Supervisor's reply, the Union may within ten (10) business days after receipt of the decision submit the grievance to the Superintendent or his/her designee within ten (10) business days after the Step 1 answer is required. Upon the Union's request, this grievance step may be attended by the Steward, the aggrieved party, the Co.4 representative, the Superintendent and/or his/her designee. The Superintendent or his/her designee shall give written answer to the Union President with a copy to the Co.4 representative, within ten (10) business days after the day of the meeting.

Step 3: If the Union is not satisfied with the Superintendent's or his/her designee's reply, the Union may within ten (10) business days after receipt of the decision submit the grievance to the Board. The Board, or a designated committee thereof, will meet with the Superintendent, or his/her designee, and the Union to discuss the grievance. The Board or Committee, as applicable, shall give written answer to the Union President with a copy to the Co.4 representative, within ten (10) business days after the day of the meeting.

Step 4: If the Union is not satisfied with the Board's reply, the Union may, within fifteen (15) business days of the reply, submit the grievance in writing to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties. The arbitrator(s) shall be bound by and shall apply only the terms of this Agreement and shall not add to, delete from or modify this Agreement in any way.

13.2 The Union Steward, the aggrieved party and one officer of the Union shall be afforded the necessary amount of time without loss of pay for purposes of attending grievance meetings as listed in Step 1 through Step 4 of the grievance procedure.

13.3 Failure of the Employees or the Union to insist upon compliance with any provision of the Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

13.4 If the Board or its representative fails at any step of the grievance procedure to respond to any grievance within the applicable time limits where no written extension has been agreed to by the parties, the grievance shall be automatically appealed to the next step.

ARTICLE XIV SAVINGS CLAUSE

14.0 Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE XV PRIOR PRACTICE

15.0 Nothing in the Agreement shall be construed as abridging any written right, benefit or privilege practiced heretofore, unless it is specifically stated that such practice, *etc.*, has been superseded by a provision of this Agreement.

ARTICLE XVI MANAGEMENT RIGHTS

16.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board shall have sole and unquestioned rights, responsibilities and prerogatives of management; provided, however, that the Board shall at all times adhere to the standards of good faith and reasonableness in all actions taken.

16.1 In the administration of all matters covered by this Agreement, Employees are governed by the provisions of any existing or future laws and regulations including policies adopted by the Board and any other Board regulations, which may be applicable. This Agreement shall at all times be applied in accordance with such laws, regulations and policies, subject to specific restrictions within this Agreement.

16.2 A. The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees as such rights existed prior to the execution of

this Agreement. The Union agrees that the functions and rights of management belong solely to the Board and that the Union will not interfere with the Board's exercise of these rights and functions.

- B. Enumerated Rights.** The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels for financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the school system; distribute work to employees in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for employees; transfer employees; determine the procedures for promotion of employees; create, enforce and, from time to time, change rules and regulations concerning discipline of employees; discipline, suspend or discharge employees; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system. The Board shall not, however, exercise any of the rights listed herein in a manner that contravenes an express provision of this Agreement. Notwithstanding the terms expressed herein, the Board shall not unilaterally change major terms and conditions of employment that are mandatory subjects of bargaining. The Union retains its right to negotiate the impact of any changes implemented by the Board in conformity with Connecticut General Statutes.
- C. Unenumerated Rights.** The listing of specific rights in Subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE XVII DURATION

17.0 This Agreement shall be effective as of the first day of July 2019 and shall remain in full force and effect until the 30th day of June 2023. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing 210 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 210 days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of February 2021.

VERNON BOARD OF EDUCATION


**LOCAL #1303-35 OF COUNCIL #4 AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**




Joseph P. Macary, Superintendent of Schools
Vernon Public Schools



Jeff Kozlowski, President
Local 1303-35 of Co.4 AFSCME



Anne Fischer, Chairperson
Vernon Board of Education



Tricia Santos, Staff Representative
Local 1303-35 of Co. 4 AFSCME
Troy Raccuia, Director of Collective Bargaining

**APPENDIX A
SALARY SCHEDULES**

The Board agrees to pay salary adjustments as follows for the four-year term of the Agreement. All rates are listed as hourly rates.

Effective and retroactive to July 1, 2019 GWI 2.0%

Effective and retroactive to July 1, 2020 GWI 2.0%

Effective July 1, 2021 GWI 2.0%

Effective July 1, 2022 GWI 2.0%

		2019-20	2020-21	2021-22	2022-23
		GWI	GWI	GWI	GWI
Secretaries/Clericals		2.00%	2.00%	2.00%	2.00%
Labor Grade 7	Step 1	\$20.88	\$21.30	\$21.73	\$22.16
(10 & 12-Month Building Secretaries)	Step 2	\$21.53	\$21.96	\$22.40	\$22.85
4	Step 3	\$22.20	\$22.64	\$23.09	\$23.55
Labor Grade 8	Step 1	\$22.92	\$23.38	\$23.85	\$24.33
(12-Month Secretaries to Administrators)	Step 2	\$23.65	\$24.12	\$24.60	\$25.09
	Step 3	\$24.38	\$24.87	\$25.37	\$25.88
Labor Grade 9					
Labor Grade 10	Step 1	\$25.38	\$25.89	\$26.41	\$26.94
(Lead Payroll & Lead Accounts Payable)	Step 2	\$26.14	\$26.66	\$27.19	\$27.73
	Step 3	\$26.97	\$27.51	\$28.06	\$28.62
Custodians/Maintenance					
Day Shift	Step 1	\$20.48	\$20.89	\$21.31	\$21.74
	Step 2	\$21.11	\$21.53	\$21.96	\$22.40
	Step 3	\$21.76	\$22.20	\$22.64	\$23.09
Shift Differentials*					
Receiving Shift Differential as of June 30, 2019	Step 1	\$21.91	\$22.35	\$22.80	\$23.26
	Step 2	\$22.59	\$23.04	\$23.50	\$23.97
	Step 3	\$23.28	\$23.75	\$24.22	\$24.71
Post June 30, 2019 Shift Differential	Step 1	\$21.23	\$21.64	\$22.06	\$22.49
	Step 2	\$21.86	\$22.28	\$22.71	\$23.15
	Step 3	\$22.51	\$22.95	\$23.39	\$23.84

* Shift differentials are controlled by the language of Section 8.4 of this Agreement. Any disputes will be resolved by application of said language.

**Vernon Custodians, Maintenance and Secretaries
July 1, 2019 to June 30, 2023**

		2019-20	2020-21	2021-22	2022-23
		GWI	GWI	GWI	GWI
Custodians/ Maintenance (cont.)		2.00%	2.00%	2.00%	2.00%
Licensed Plumber, Electrician, and HVAC	Step 1	\$33.81	\$34.49	\$35.18	\$35.88
	Step 2	\$34.86	\$35.56	\$36.27	\$37.00
	Step 3	\$35.93	\$36.65	\$37.38	\$38.13
Maintainer II, Painter	Step 1	\$30.52	\$31.13	\$31.75	\$32.39
	Step 2	\$31.45	\$32.08	\$32.72	\$33.37
	Step 3	\$32.43	\$33.08	\$33.74	\$34.41
Floating Custodian		\$26.30	\$26.83	\$27.37	\$27.92
Leadman		\$26.47	\$27.00	\$27.54	\$28.09
Head Custodian K-8		\$29.17	\$29.75	\$30.35	\$30.96
Head Custodian RHS		\$31.60	\$32.23	\$32.87	\$33.53

APPENDIX B

**TOWN OF VERNON
RETIREMENT PLAN ELIGIBILITY**

**DIVISION SCHEDULE 050
EDUCATION - SECRETARIAL AND MAINTENANCE
(INCLUDING CUSTODIANS)**

Division 050. Employees hired on or after January 1, 2017 will not be eligible for participation in this Defined Benefit Plan and shall be enrolled in the Town's Defined Contribution Plan (referred to collectively as "Retirement Plan").

All employees may participate in a retirement plan consistent with the Retirement Plan adopted by the Town of Vernon, if eligible according to the terms of that plan.