

**AGREEMENT**  
**BETWEEN**  
**THE VERNON BOARD OF EDUCATION**  
**AND**  
**LOCAL 818 OF COUNCIL #4**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**SUPERVISORS**

July 1, 2018 to June 30, 2022

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## **PREAMBLE**

The Agreement is entered into by and between the Vernon Board of Education (hereinafter referred to as "the Board") and Local 818 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "the Union").

## **ARTICLE 1** **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 the supervisory positions of Director of Plant Operations (currently vacant), Supervisor of School Facilities, and Director of Food and Nutrition. This recognition is granted pursuant to the certification issued by the Connecticut State Board of Labor Relations on November 8, 1996, in Case No. ME - 18,225.
- 1.1** All supervisors in the bargaining unit on the date of this agreement shall become and remain members of the Union in good standing or pay a service fee to the Union during the term of this Agreement or extension thereof, as a condition of employment. Said service fee shall be equal to the proportion of Union dues uniformly required of Union members to underwrite the costs of collective bargaining. The amount of said service fee shall be certified in writing to the Board by the union. Any new supervisor covered by this Agreement shall comply with this requirement upon the completion of his or her probationary period.
- 1.2** The Board agrees to deduct from the pay of its supervisors who authorize such deductions from their wages such membership dues and service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof. The Board will be given a certified written thirty (30) day notice of any change in the membership dues or service fees.
- 1.3** The deduction for any month shall be made twice monthly and shall be remitted to the Union's office, together with a list of names of supervisors from whose wages such deductions have been made, not later than the first day of the following month. A signed Membership and Authorization for Dues Deduction card, will be provided to the Board and the Union agrees to indemnify and hold the Board harmless against any or all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

- 1.4 The Board agrees that there will not be any lockout of any supervisor or supervisors during the life of this Agreement. The Union, its agents and each supervisor agree(s) that during the life of this Agreement, it or they shall not for any reason authorize, aid, or engage in a strike, slowdown, work stoppage, sympathy strike, or other concerted interference with the Board's operation. The Union shall take reasonable, prompt and positive measures to prevent and stop any acts described in this Article.
- 1.5 The Board will provide each supervisor listed in Section 1.0 of this Agreement with a copy of this Agreement within thirty (30) days after its signing. New supervisors will be given a copy of this Agreement at the time of hire.
- 1.6 One member of the Union Bargaining Committee who is scheduled to work during collective bargaining negotiations shall be granted leave for all meetings between the employer, its agents or representatives and the Union for the purpose of negotiating the terms of any contract. No more than three (3) supervisors will be on the bargaining committee. Release of any employee shall be subject to the operating needs of the department, as determined by the Director of Business & Finance, but shall not be unreasonably withheld.
- 1.7 The probationary period for any new supervisor shall be six months. During such probationary period, continued employment shall be left to the discretion of the Board.

## **ARTICLE 2**

### **WORK SCHEDULE**

- 2.0 Union employees shall work all days that school is in session, either scheduled or rescheduled, plus additional days, as scheduled with the approval of the Director of Business and Finance, for a total of two hundred sixty (260) days.
- 2.1 The scheduled work hours for the Union employees will be as established by the Director of Business and Finance.
- 2.2 Each supervisor will perform the duties incumbent with their position, as have been historically and as set forth in the position description.
- 2.3 Each supervisor will be on call to address situations that arise outside of their scheduled work hours.
- 2.4 Union employees shall have a 1 hour meal break.
- 2.5 Although Supervisors are managerial employees exempt from overtime, good business practices require consideration of extraordinary circumstances. Such extraordinary

circumstances at the discretion of the Superintendent or his designee shall be granted comp time.

### **ARTICLE 3**

### **LEAVE PROVISIONS**

**3.0** Sick leave shall be twelve (12) days annually for all union employees.

a. Sick leave may be used for the following purposes:

- (i) Personal illness or physical incapacity;
- (ii) Enforced quarantine of the employee in accordance with community health regulations;
- (iii) To obtain medical or dental treatment.

b. The Director of Business and Finance may require proof of illness for authorized sick leave. At the discretion of the Director of Business and Finance, proof of sick leave may include a doctor's certificate or other proof of illness from the Supervisor's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absence of less than three (3) days unless required by the Director of Business and Finance.

c. Sick leave may be accumulated to a maximum of 120 days. Employees hired after July 1, 2015 may accumulate to a maximum of ninety (90) days.

**3.1** Personal Leave: Supervisors may be granted up to three (3) personal leave days per year. Personal days are to be used solely for the purpose of conducting personal business which cannot be transacted outside of scheduled work hours. An employee wishing to use a personal leave day shall submit a written request to the Superintendent or his/her designee at least one (1) week in advance, except in emergencies. Personal leave days shall normally be taken in segments of one (1) day and not less than one-half (1/2) day. Personal leave days may not be carried over into the next calendar year.

**3.2** Military Leave: Supervisors will be granted military leave as applicable to state and federal statutes.

**3.3** Bereavement Leave: Three (3) days shall be granted to an employee for death in the immediate family. Immediate family for purposes of this section is defined as: parents, grandparents, spouse, brother, sister, child, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandchild, and also any relative who resides in the employee's household.

- 3.4 Maternity Leave: Supervisors will be granted maternity leave as applicable to state and federal statutes.
- 3.5 FMLA Family Leave: Supervisors will be granted other family leave as required by applicable state and federal statutes.
- 3.6 Jury Duty: Supervisors will be granted leave for jury duty as required by state and federal statutes. The employee will be made whole based on any monies received by the Court. The employee will be required to provide a receipt of payment to their supervisor.
- 3.7 Workers compensation: Per state regulations.

**ARTICLE 4**  
**HOLIDAYS**

- 4.0 The following holidays shall be observed:

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

- 4.1 If any of the above listed holidays are not observed by the school calendar, the employee shall receive an additional day off at a time mutually agreeable between them and the Superintendent or his designee.

**ARTICLE 5**  
**VACATIONS**

- 5.0 The employees will receive the following vacation time:

- a. One (1) week after six (6) months of service.
- b. Two (2) weeks after (1) year, but less than five (5) years of service.
- c. Four (4) weeks after five (5) or more years of service.
- d. Employee will receive one additional vacation day per year after 5 years of service. (For example, a supervisor with 7 years of service will receive 22 vacation days.) The maximum amount of vacation days for each employee is 5 weeks (25 vacation days.)
- e. The supervisor's date of hire will be used to determine the amount of vacation time.

- 5.1 Vacations will be scheduled by the mutual agreement between the Supervisor, the Director of Business and Finance and the Superintendent, subject to the operational needs of the Board. Except in unusual circumstances within the complete discretion of the Director of Business and Finance, vacations will not be scheduled at the same time. In cases of requests for the same vacation, preference will be given based upon the Supervisors length of service with the Board and the most recent date of employment.
- 5.2 Upon termination, death or retirement, the Supervisor, his spouse or estate, in that order, will be reimbursed for unused vacation.
- 5.3 Vacations will be scheduled in segments of one (1) or one-half (1/2) days.
- 5.4 Except in unusual circumstances, vacation days may not be carried over from one (1) year to the next. In order to carry over vacation time, the Supervisor must obtain the written approval of the Superintendent or his/her designee.

**ARTICLE 6**  
**SALARY AND BENEFITS**

- 6.0 a. Salary: The salary of each employee shall be as set forth in Appendix A.
- b. Stipend: Employees will be paid a stipend of \$100 per event if required to report to the district for an emergency.
- c. The employee will receive salary through direct deposit.

- 6.1 Expenses: The Board will reimburse Supervisors for approved employer related expenses, including but not limited to, travel, meals and lodging subject to the Board's reimbursement policy.
- 6.2 Transportation: Supervisor of School Facilities shall be provided with a Board owned vehicle which may be taken home at night, on weekends, holidays and other such appropriate occasions. This vehicle is to be used for transportation to and from work and for other job-related duties. In the event of an emergency, normal response time to the district will be no more than one hour.
- 6.3 Insurance:
- a. Life Insurance: The Board will provide each Supervisor group life insurance in the amount of two (2) times their annual salary. Upon retirement an employee may maintain life insurance at his or her own expense at the Board of Education group rates. The insurance company stipulates that this is a declining benefit amount that will reduce to a \$2,500 benefit at age seventy-five (75).
- b. Health Insurance: The Vernon Board of Education will provide a Health Savings Account (H.S.A.) for supervisors who elect to participate. The H.S.A. shall, as required, be a high deductible health plan which shall have a \$2,000 single and a \$4,000 family annual deductible for in-network services. Out-of-network services will also be subject to a \$2,000/\$4,000 initial deductible. Once the deductible is met, there shall be no coinsurance payments required for in-network covered services. Out-of-network services shall be subject to a 70% Plan payment/30% member coinsurance payment, to a coinsurance payment maximum of \$2,000 for individual coverage and \$4,000 for family coverage. This coinsurance payment shall be in addition to the initial deductible.

An H.S.A. shall be established by the Board for each eligible employee who elects to receive health insurance. The Board shall annually deposit the sum of \$1,000 for a supervisor with individual (single) coverage, and \$2,000 for family coverage in the employee's H.S.A. account. The amount shall be deposited 50% on July 1 and 50% on January 1.

H.S.A. Prescription Drug Coverage: Prescription drugs are covered as part of the H.S.A. plan and will count toward satisfying the applicable \$2,000/\$4,000 deductible. Prescription drug copays for drugs purchased after the deductible has been satisfied will be subject to employee co-pays of \$5/\$20/\$35 during 2018-22 for generic, preferred name brand, and non-preferred name brand, respectively, for a 30 day supply. A ninety day supply is available through mail order at twice (2X) the normal 30-day copay.



The premium share contribution levels for supervisors who elect the H.S.A. shall be:

2018-2019	15.5%
2019-2020	16.0%
2020-2021	16.5%
2012-2022	17.0%

c. Dental Coverage: The Board of Education shall pay sixty five percent (65%) of the individual and family membership in the Connecticut Blue Cross Co-Pay Dental Plan. Dental Riders A, B, C, and D may be purchased by Supervisors at group rates at their own expense.

d. All employee contributions to the cost of insurance pursuant to this Article shall be made on a monthly basis over ten (10) months at a rate of one-tenth (1/10) per month and shall be subject to an IRS Section 125 pre-tax arrangement.

e. Self-Insurance Option/Competitive Selection: The Vernon Board of Education may provide health insurance coverage for bargaining unit members through alternate carriers or through self-insurance. In no case shall the coverage and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the coverage available to Supervisors under the group health insurance policies described elsewhere in this Article. Should the Vernon Board of Education desire to change insurance carriers and/or self-insure, the Union and its officers shall be first notified and given an opportunity to review the proposed changes. Should the Union and the Board disagree that the alternative coverage proposed will provide equal coverage to those provided by the group plans described elsewhere in this Article, binding arbitration as set forth under Article 7 of this Contract 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 set forth in this Article 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 bargaining unit shall be fully respected.

f. Coordination of Benefits: In accordance with the provisions of Connecticut General Statutes Section 38a-541, separate coverage required under such statute shall be made available by the Vernon Board of Education to married members of the bargaining unit whose spouses are also employed by the Vernon Board of Education. At the option of the Vernon Board of Education, additional insurance coverage required under Section 38a-541 may be provided by the Board through self-insurance. In no case, however, shall any member of the bargaining unit suffer any economic loss or reduction of coverage through self-insurance.

g. **Disability Coverage:** Disability coverage equivalent to the existing plan will be provided at no cost to Supervisors. This coverage is conditional upon a favorable review by the Town Insurance Advisory Committee and recommended bid procedures for acquiring said coverage.

**6.4 A. Defined Benefit Plan:**

The Town will continue, without change, the existing Defined Benefits Plan, for employees hired before June 30, 2015, covering bargaining unit members as follows:

<b>Normal Retirement:</b>	Age sixty-two (62) and ten (10) years of service
<b>Multiplier:</b>	Two percent (2.0%)
<b>Average Earnings:</b>	Monthly salary or wage received averaged over a five (5) year consecutive period which results in the highest average
<b>Benefit:</b>	The monthly benefit rate is calculated as two percent (2.0%) of average monthly earnings times (x) credited service to a maximum of thirty-five (35) years of service.
<b>Vesting:</b>	Five (5) to ten (10) year sliding scale, one hundred percent (100%) vesting at ten (10) years of credited service.
<b>Employee Interest:</b>	Employees are guaranteed six percent (6%) interest on all their contributions.
<b>Employee Contribution:</b>	Employees shall contribute seven percent (7%) of base wages, pre-tax, to the pension plan.

**B. Defined Contribution Plan for Employees hired on or after July 1, 2015**

Employees hired on or after July 1, 2015 are not eligible for the Defined Benefits Plan, but will automatically be enrolled in the Defined Contribution Plan, though the employees will have the option to opt-out of the plan.

The Board will contribute 2% of the employee's base wages for all employees who elect to participate in such defined contribution plan. If an employee contributes 7.5% or more of his or her wages to such defined contribution plan, the Board will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. The Town will establish such defined contribution plan as soon as administratively possible.

Vested Town contributions for the employee shall be as follows, with no minimum age:

5 years of service	25%
6 years of service	40%
7 years of service	55%
8 years of service	70%
9 years of service	85%
10 years of service	100%

This change shall not affect any employee who is in the employ of the Town of Vernon and a participant of the Town of Vernon Pension Plan prior to the signing of this Agreement from participating in the Town of Vernon Pension Plan program upon transfer to this bargaining unit.

No employee hired prior to July 1, 2015 may participate in the Defined Contribution Plan set forth in Section 6.0.2.

At any time, should employees in this bargaining unit subject to the Pension Plan represent less than a majority of the bargaining unit, such employees will be permitted to maintain their Pension Plan benefits as listed in this Article, throughout their employment with the Town of Vernon.

C. Current pension plan division is 41.

6.5 Retired Supervisors and/or their spouses shall be allowed to continue medical insurance coverage as defined in Article 6.3b. Only under the following conditions:

A. All benefits elected under 6.3b. shall be paid for by the retired Supervisor or the deceased Supervisor's spouse at the current Board of Education group rates for the aforementioned medical insurance.

B. If a Supervisor retires 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, he/she can continue full health care benefits per Article 6.3b. until the age of 65.

C. The spouse of a retired Supervisor may continue coverage, in the event of the retired Supervisor's death under section 6.3b until he/she reaches the age of 65.

## **ARTICLE 7**

### **DISCIPLINARY AND GRIEVANCE PROCEDURE**

7.0 All disciplinary actions shall be consistent and progressive with consideration of the infraction for which disciplinary action is being applied and with the acknowledgement that some infractions require summary dismissal.

7.1 All warnings, suspensions, and discharges must be for just cause and must be stated in writing with reason or reasons given with a copy to employee and the Union.

7.2 Grievances arising out of matters covered by this Agreement will be processed in the following manner:

**Step 1:** If a Supervisor feels that he/she may have a grievance, he/she may first discuss the matter with the Director of Business and Finance in an effort to resolve the problem informally. If the grievant is not satisfied with such informal discussions, he/she shall reduce the grievance to writing and submit it within ten (10) working days to the Director of Business and Finance.

**Step 2 - Superintendent of Schools:** If the grievant is not satisfied with the disposition of the grievance at Step 1 or if no decision is rendered within ten (10) working days of the filing at Step 1, the grievant shall within five (5) working days of the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written grievance with the Superintendent of Schools.

The Superintendent shall, upon request of the Union, within ten (10) working days after receipt of the grievance, meet with the grievant and Union Representative for the purpose of resolving the grievance. The request for a meeting must be made at the time the grievance is filed with the Superintendent's Office. The Superintendent shall, within five (5) working days after the meeting, or, in the event no such meeting is held, within fifteen (15) working days after receipt of the grievance, render his decision and reasons in writing to the grievant with a copy to the Union.

**Step 3 - Board of Education:** If the grievant is not satisfied with the disposition of the grievance at Step 2 or if no decision is rendered within five (5) working days after a meeting at Step 2, or in the event no such meeting is held, with fifteen (15) working days after presentation of the grievance at Step 2, the grievant shall within five (5) working days after the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written grievance with the Board, with a copy to the Superintendent.

The Board or designated Board Members thereof may schedule a meeting to consider the grievance; the meeting, if any, shall be scheduled within two (2) weeks of the receipt of the written grievance unless a longer time is mutually agreed to by the parties.

The Board or designated members thereof, shall within ten (10) working days of the meeting, or in the event no such meeting is held, within twenty (20) working days of receipt of the written grievance, render its decision in writing to the grievant, with a copy to the Union.

**Step 4 - Arbitration:** If the grievance is not settled, it may be submitted, at the request of the Union only, to arbitration before a tripartite panel of the Connecticut State Board of Mediation and Arbitration. The Union's request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than ten (10) days after receipt of a written answer of the Board of Education under step 3 above. The cost of arbitration shall be borne equally by both parties.

- 7.3 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision and an acceptance of management's answer at the last step.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

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 Association agrees that the functions and rights of management belong solely to the Board and that the Association 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 Association 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 9**  
**SAVINGS CLAUSE**


Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decisions 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 10**  
**DURATION**


This Agreement shall be effective upon signing, and shall remain in full force and effect through the 30th day of June, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the termination date set forth in the preceding paragraph.

FOR THE VERNON  
BOARD OF EDUCATION

  
\_\_\_\_\_  
Anne Fischer, Chairperson  
Vernon Board of Education  
Date: 6/27/18

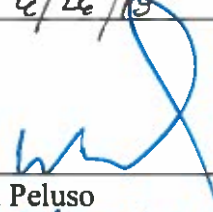
FOR LOCAL 818 OF COUNCIL #4  
AFSCME, AFL-CIO

  
\_\_\_\_\_  
Laurie Webster  
Staff Representative  
Date: 7/2/18



Paul Olson

Date: 6/26/15



William Peluso

Date: 6/27/15

**APPENDIX A**

2018-2019	\$80,345	\$71,929	(2.5%)
2019-2020	\$81,952	\$73,368	(2.0%)
2020-2021	\$83,591	\$74,835	(2.0%)
2021-2022	\$85,263	\$76,332	(2.0%)

Should the Board need to hire a Director of Plant Operations the contract will be opened for negotiations to determine the salary.