

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, 2015 to June 30, 2018

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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 statement authorizing the deduction, substantially in compliance with APPENDIX B, 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 Business Manager, 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 accumulated 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.

3.4.1 Leave for childbearing purposes shall be granted 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. Five (5) weeks after twenty-five (25) or more years of service
 - 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.

Employees who are ineligible to receive an H.S.A. will be enrolled in a comparable H.R.A. Plan.

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 2015-18 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:

2015-2016	13.5%
2016-2017	14.0%
2017-2018	14.5%

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 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. Pension: Employees hired after June 30, 2015 are only eligible for the Town 401(a)/457(b) plan, and will be automatically enrolled in the plan. The Board will contribute 2% of the employee's base wages of all employees who elect to participate in the 401(a)/457(b) plan upon their hire and do not elect to opt out of the plan. If an employee contributes 7.5% or more of his or her base wages to a 401(a)/457(b) plan, the Board will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. Vesting schedule same as defined benefit pension plan.

B. Employees hired prior to July 1, 2015 are not eligible to participate in the 401(a)/457(b) Plan to which the Board makes any contribution as set forth herein. Employees hired prior to July 1, 2015 may contribute to the Board of Education 403(b) plan.

C. Pension: The employee retirement plan of the Town of Vernon, under the same terms and condition as cover the positions of Director of Plant Operations, Supervisor of School Facilities and Director of Food and Nutrition prior to the approval of this Agreement, is hereby made part of this Agreement, including any plan amendments by or on behalf of the Union and excluding any plan amendments made by or on behalf of members of any other employee group. Current pension plan division is 40.

6.5 Retired Supervisors and/or their spouses shall be allowed to continue medical insurance coverage as defined in Article 6.3b. under the following conditions. All benefits elected under 6.3b. shall be paid by the retired Supervisor or the deceased Supervisor's spouse at the current Board of Education group rates for the aforementioned medical insurance.

A. 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.

B. 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

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Board pursuant to any charter, general or special statute, ordinance, regulation, or other lawful provision over the complete operations, practices, procedures and regulations with respect to Employees of the Board, shall remain solely and exclusively in the Board.

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.

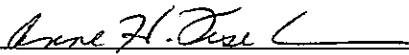
ARTICLE 10

DURATION


This Agreement shall be effective upon signing, and shall remain in full force and effect through the 30th day of June, 2018. 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.

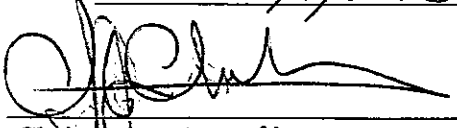
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the termination date set forth in the preceding paragraph.

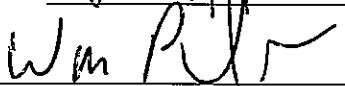
FOR THE VERNON
BOARD OF EDUCATION


Anne Fischer, Chairperson
Vernon Board of Education
Date: 7/6/15

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


Laurie Webster
Staff Representative
Date: 7/9/2015


Christopher Aytges
Date: 7/9/15


William Peluso
Date: 9/9/2015

APPENDIX A

	Supervisor of School Facilities	Director of Food and Nutrition
2015-2016	2.5%	2.5%
Step 1	\$66,651	\$53,247
Step 2	\$69,317	\$57,870
Step 3	\$72,089	\$62,496
Step 4	\$74,973	\$67,121
2016-2017	2.25%	2.25%
Step 1	\$68,151	\$54,445
Step 2	\$70,877	\$59,172
Step 3	\$73,711	\$63,902
Step 4	\$76,660	\$68,631
2017-2018	2.25%	2.25%
Step 1	\$69,684	\$55,670
Step 2	\$72,472	\$60,503
Step 3	\$75,369	\$65,340
Step 4	\$78,385	\$70,175

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

APPENDIX B

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

DESIGNATION OF REPRESENTATIVE AND PAYROLL DEDUCTION

By: _____
Please Print Last Name First Name Middle Name

To: _____
Name of Employer

Effective _____ I hereby designate the AFSCME Connecticut Council #4 and/or its appropriate affiliates to be my representative for collective bargaining.

Effective _____ I hereby authorize you to deduct from my earnings each Payroll Period _____ a sufficient amount to provide for the regular payment of the current rate of monthly union dues or service fees, as certified by the union. The amount deducted shall be paid to the treasurer of Local 818 of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

Dues to AFSCME are not tax deductible as charitable contributions for Federal Income Tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Signature (Do not print)

Social Security No.

Street Address (Print)

Phone No.

City and State (Print)

Zip Code

