

WORKING AGREEMENT

BETWEEN

THE VERNON BOARD OF EDUCATION

AND

LOCAL 1303-35 OF COUNCIL #4

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

CUSTODIANS, MAINTENANCE STAFF AND SECRETARIES

July 1, 2005 through June 30, 2009

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").

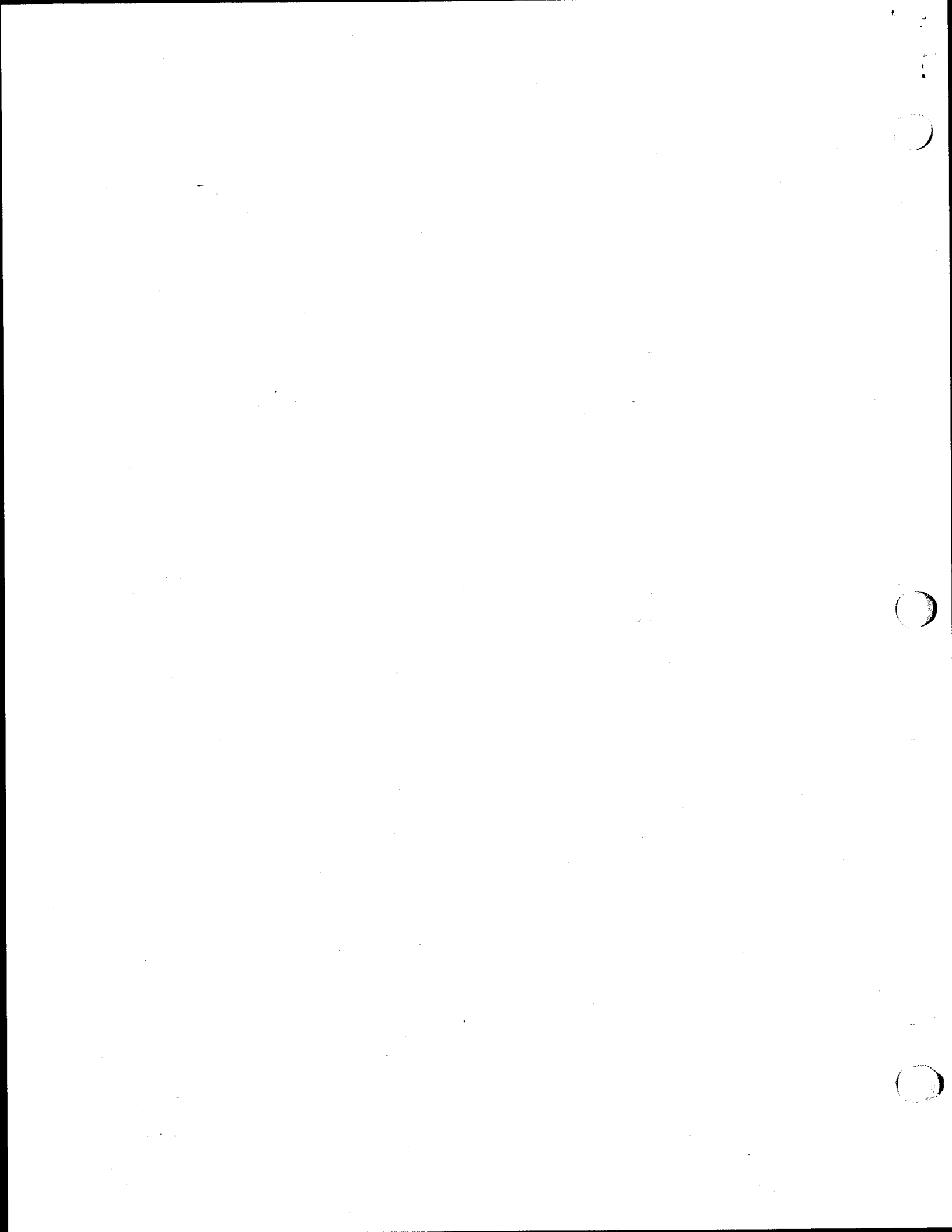
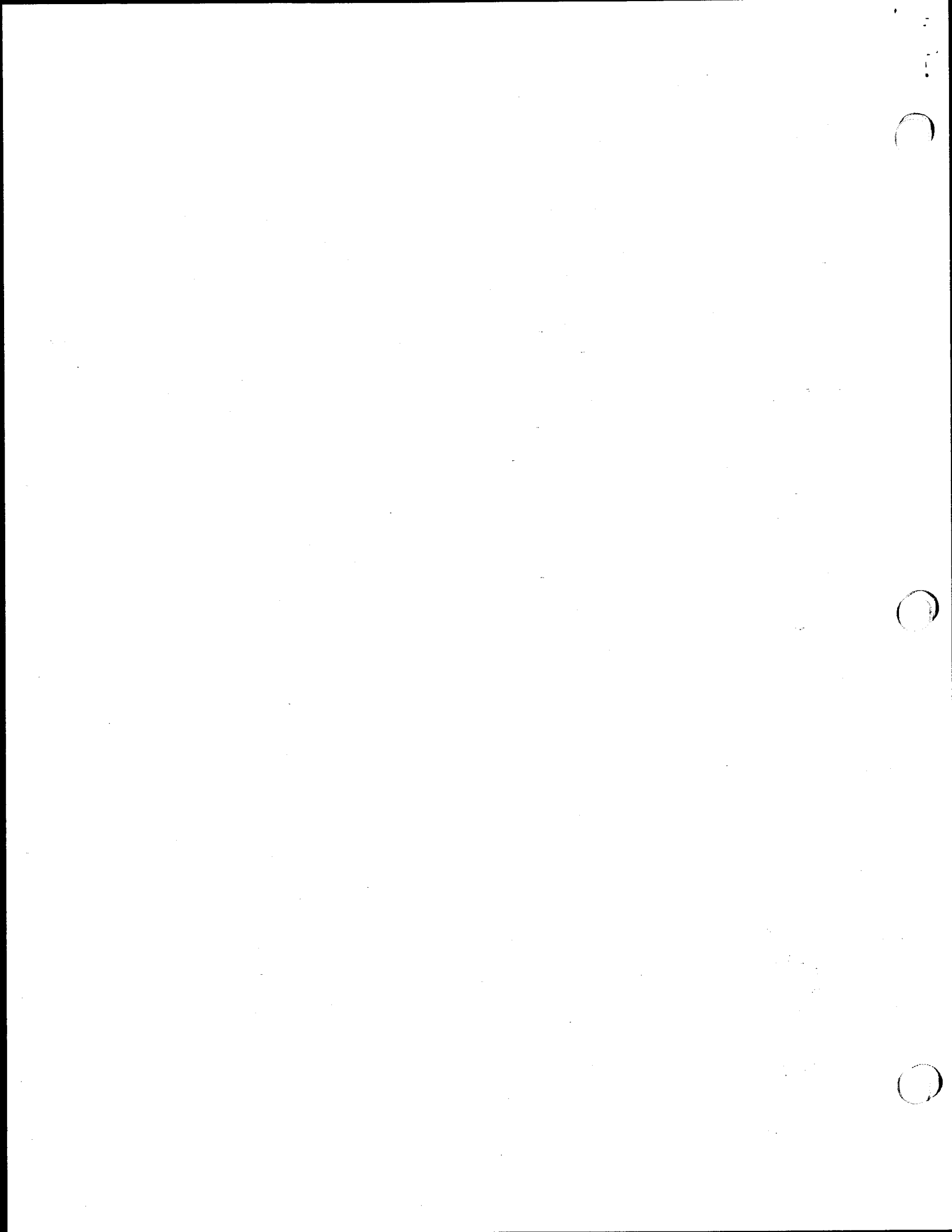


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ARTICLE I
RECOGNITION

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 Board of Education, 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.

ARTICLE II
UNION SECURITY

2.0 The Board agrees to deduct from the pay of all of its employees who authorize 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 All full-time and part-time employees (who work over twenty (20) hours per week and/or more than 120 days per year) in the bargaining unit shall, thirty (30) days from the date of their employment by the Board, become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union 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, contract administration and grievance adjustment. The amount of said service fee shall be certified in writing to the Board by the Union. Any requests by the Union to enforce any provisions of this article with respect to any employee(s) shall be in writing and shall state in reasonable detail the reasons for the request(s).

2.2 The deduction for any month shall be made during the first 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.

2.3 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.

2.4 The Board agrees that there will be no lockout of any employee or 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.

2.5 The Board will provide each employee with 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.

2.6 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 member of the Union. 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 ninety calendar (90) days 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) calendar days, 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

3.2(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. 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 the Supervisor in writing. 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.

3.2(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.

3.2(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 Director of Plant Operations or the Director of Business & Finance, with the approval of the Superintendent and the Board of Education, 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.

3.2(d) If vacancies occur in regular positions, or if new positions are created, the position shall be filled by employees of the Department of the same job categories who have sufficient skill and ability to perform the work, in the order of their seniority. The job categories are: Custodians (including Head Custodian and Leadman), Maintenance, and Secretaries. In the case of maintenance employees classified as electricians or plumbers, sufficient skill and ability to perform the work requires them to have a journeyman's P2 or E2 license from the State of Connecticut in their respective discipline. In order to determine if an employee has sufficient skill and ability to perform in the positions of head custodian, leadman, maintenance (except electrician and plumber) and secretaries, labor grades 9 and 10, the Board may establish and use a skill-based proficiency test for each position. Any such test developed will be subject to the grievance procedure under Article XIII and the Union may monitor the testing. The position will be filled by the applicant who passes the test and has the most seniority.

3.2(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.

3.2(f) When an existing employee is retained in a vacancy or new position for a period of thirty (30) consecutive working days then he 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.

3.2(g) All bargaining unit 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 of Schools.

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, 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 Section 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 eighteen months beginning with the effective date of the layoff and no new employees shall be hired in a job category until all laid-off employees in the job category have been given an opportunity to return to work. If any employee with recall rights rejects any appointment offered or does not respond in writing within ten (10) CALENDAR DAYS, the employee's name shall be removed from the recall list and said employee shall forfeit all recall rights. The Board of Education or its designee shall notify a laid-off employee of any available job appointment sent 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 eighteen months beginning with the effective date of the lay off and no new employees shall be hired in a job category until all laid off employees in the job category have been given an opportunity to return to work. If any employee with recall rights rejects any appointment offered or does not respond in writing WITHIN TEN (10) CALENDAR DAYS, the employee's name shall be removed from the recall list and said employee shall forfeit all recall rights. The Board of Education or its designee shall notify a laid off employee of any available job appointment sent to the employee's last known address by registered mail.

3.6 Officers and Stewards of the Union, who have one (1) year or more of service with the Board of Education, not to exceed a total of six (6) members, shall have super-seniority in the event of lay off.

ARTICLE IV
HOURS OF WORK OVERTIME & HOLIDAY PREMIUM PAY

4.0(a) The regular hours of employment for custodial and maintenance personnel 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. The employee holding the position as Head Custodian of Vernon Center Middle School as of June 30th, 1994 will be grandfathered in for his current lunch/supper break of one (1) hour. Each employee's lunch/supper break must be taken continuously unless an emergency situation occurs during their lunch/supper break.

4.0(b) Custodial and maintenance personnel shall be paid at the rates shown in Appendix A.

4.0(c) Secretarial and clerical personnel shall be designated twelve (12) month or ten (10) month employees depending upon the requirements of each specific functional position authorized by the Board.

4.0(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.

4.0(e) Secretarial and clerical personnel shall be paid at the rates shown in Appendix A.

4.0(f) Shift schedules may be changed during the term of this Agreement by mutual agreement between the employee, the School Principal, the Director of Plant Operations and the Local Union President.

4.0(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 Director of Plant Operations 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 Director of Plant Operations 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 covered under this Agreement 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 Director of Plant Operations 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 Director of Plant Operations or his/her designee less than twenty-four (24) hours prior to the scheduled overtime that he/she will be absent for what reason, then the Director 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 their 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 bargaining unit employees on the custodial or maintenance force, unless there are no such employees available who can perform the work. It is understood that a sum of money not to exceed \$10,000 may be expended in the Work-Study program for custodial services. Nothing in this section shall interfere with continuation of the Work-Study program involving secretarial or clerical 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 Director of Plant Operations, with the approval of the Superintendent.

On an emergency basis due to lack of adequate coverage, the Director of Plant Operations 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 Director of Buildings and Grounds 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 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 Director of Plant operations or his/her designee, the Director of Business & Finance or his/her designee or the Superintendent or his/her designee.

4.8 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 employee will return to their former position.

4.9 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 work days 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.

4.10 All employees under this Agreement shall submit "time cards" weekly to the Superintendent's office. They shall be signed by each employee and his or her immediate supervisor, as designated by the Director of Business & Finance.

- 4.11 (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 causes their tardiness. Such payments must be approved by their immediate supervisor.
- (B) If the Superintendent of Schools 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-month secretarial employees. Ten-month secretarial 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 who are eligible to join the Union under Section 2 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 4.

New Year's Day	Labor Day
Martin Luther King day	Columbus Day
President's Day	Veteran's Day
Floating Holiday in lieu of Lincoln's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	*Last Working Day Before Christmas Day
Independence Day	Christmas Day

- A) Holidays falling on a Saturday shall be celebrated on the preceding day 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 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 Director of Plant Operations. 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. 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 Custodial and maintenance employees shall be entitled vacations with pay at their average earnings, and twelve (12) month secretarial employees shall be entitled vacations with pay at the employee's classified hourly rate at seven (7) hours per day on the following basis.

- (A) An employee who has completed one (1) year of service 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.
- (B) Employees who have completed one (1) year of service, but less than five (5) years of service, shall be entitled to a vacation of two (2) weeks annually.
- (C) Employees who have completed five (5) years of continuous service shall be entitled to a vacation of three (3) weeks annually.
- (D) Employees with over five (5) years of continuous service 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.
- (E) Employees with over twenty-five (25) years of continuous service shall receive five (5) weeks of vacation annually.
- (F) Vacations can be only taken during school vacations or any scheduled school closings unless otherwise agreed to under the provisions of section 6.2. All requests for vacations for the next fiscal year must be received in writing by the Director of Plant Operations 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 Director of Plant Operations.

- (G) The employees' anniversary date will be used to determine the amount of vacation time due.
- (H) The Superintendent of Schools may authorize employees to accumulate vacations from year to year.
- (I) Vacation pay may be received in advance one (1) week upon application to the Superintendent of Schools, made in writing at least three (3) weeks prior to the first scheduled vacation day.
- (J) Part-time employees 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 custodial/maintenance hours of work as stated in Article 4.
- (K) 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 4.
- (L) The Board may hire qualified temporary workers at least eighteen(18)years of age during the period from the day after graduation until one week before school reopens to cover for those employees who are on vacation during such period at a wage not to exceed 80% of the lowest custodial hourly wage per Appendix A.

6.1 Ten (10) month secretarial employees shall be entitled vacations with pay at the employee's classified hourly rate at seven (7) hours per day on the following basis:

- (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 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 ten (10) month secretarial hours of work as stated in Article 4.

6.2 Vacations will be established by mutual agreement between the employee and the Director of Plant operations for custodial/maintenance employees; and the employee's designated supervisor and Director of Business & Finance with respect to secretarial employees.

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 of Education.

(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 of Education 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) Each employee shall have credited to his account sick leave at current base pay of (12) working days during each calendar year. Each employee shall be entitled to use such sick leave, with full pay, as has accrued to his credit. All part-time employees who are eligible to join the Union under Section 2 shall receive pro-rated sick leave from the date of their eligibility based upon the ratio of their hours of service to the regular hours of service for their category (custodians, maintenance, 12 month secretaries, and 10 month secretaries). Each employee shall be notified of his/her accumulated sick leave, by letter, by January 1st of each fiscal year. All employees, who were in the employ of the Board of Education on July 1, 1976, shall have the right to unlimited accumulation of sick leave. For all employees hired after July 1, 1976, and in subsequent years, sick leave may be accumulated to a maximum ceiling per employee of 180 days. The effect of this section is to impose a 180-day sick leave ceiling, but not to make such ceiling retroactively applicable. Therefore, employees who were working for the Board as of July 1, 1976, will be "grandfathered" for the rest of their continuous Board employment so as to receive unlimited sick leave accumulation. However, any new employees hired after July 1, 1976 may receive only a 180-day accumulation ceiling. All employees hired on or after July 1st, 1994 and in subsequent years may accumulate sick leave up to 150 days. All employees who were in the employ of the Board of Education on June 30, 1991, shall receive sick leave at current base pay of 15 working days during each calendar year for the remainder of their continuous Board employment.

(B) Any employee covered by this agreement who has 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 days that an employee may accumulate shall be three (3) in one (1) fiscal year. The employee may get extra days' pay for this time at his/her request or take extra time off subject to the approval of the Director of Plant operations for custodial /maintenance employees, or for secretarial

employees, the immediate supervisor and the Director of Business & Finance. If the employee elects to take the day or days off, they 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.

- (C) In exceptional cases, the Superintendent may grant, with approval of the Board of Education, 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 Director of Plant Operations 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 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 Director of Plant Operations 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.

- 7.2
- (A) An employee, upon retirement or termination in good standing shall receive, on the basis of his/her normal daily wages, seventy-five percent (75%) of said normal daily wages for any of his/her unused accumulated sick leave. All employees, who were in the employ of the Board of Education on June 30, 1991, shall receive full compensation under this provision for unused accumulated sick leave.
 - (B) In the event of the death of an employee, his/her accumulated sick leave pay shall be paid to the beneficiary designated by said employee in writing and retained in his/her personnel folder. Payment shall be made as provided in Section 7.2 (A). In the event said employee

has failed to designate a beneficiary in writing prior to his/her death, the Board of Education shall pay said pay to the spouse of the employee, if any, and if said spouse is not alive, to the children of the said deceased employee. In the event no designation in writing is made, and the employee has neither a spouse nor children, the pay shall be given to the estate of the deceased employee.

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

- (A) Employees shall be entitled to full pay at current base rate for absence due to jury duty, and also for absence required by subpoena issued by another governmental agency, provided that reimbursement for same and regular pay together does not exceed employee's regular wage. Employees serving on juries or absent because of a subpoena shall submit verification of monies to the Director of Business & Finance received by virtue of their service on a jury or because of a court subpoena.
- (B) Military Leave not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his regular and military salary. Copies of orders to active duty shall be provided the Superintendent of Schools. Such leave shall not provide additional compensation beyond what would be the regular compensation for employees.

In addition, military leave shall also be subject to the Memorandum of Understanding dated January 9, 2002 and attached hereto and incorporated herein as Appendix D.

- (C) 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 section at the same time, and the total time for all personnel shall not exceed a total of ten (10) days per year. In times of emergency, as determined by the Director of Plant Operations, the Director of Business & Finance or the Superintendent or his designee, no more than one (1) person shall be allowed to attend such function. In all cases, notice of intention to attend such function shall be given to the Superintendent or his designee at least two (2) weeks in advance of the first day of absence.
- (D) 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) Full-time employees shall receive in the event of death in their immediate family, or the immediate family of his or 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, brother, sister, 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. The employee shall provide verification of the death when requested by the Director of Plant Operations or the Director of Business & Finance.

- (F) Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties. An employee who is eligible for Worker's Compensation under the Worker's Compensation Act shall receive from the Board an amount which, added to the compensation received, shall equal his regular pay for a period not to exceed one (1) year.
- (G) 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 the contract provisions under this section . 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 who are eligible to join the Union under Section 2 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.
- (H) Notification of intention to take leave under this article 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, Director of Plant Operations or his/her designee for custodial /maintenance employees and the immediate supervisor and Director of Business & Finance in the case of secretarial employees. In the case of an emergency, notification of five (5) working days may be waived. 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.

7.4 Leave of Absence Without Pay and Active Duty Military Leave

(A) The Board of Education and Superintendent of Schools 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) Employees entering the military service of the United States shall be entitled to indefinite leave without pay. Copies of active duty orders shall be provided to the Superintendent of Schools upon request.

(C) 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.

7.5 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.

7.6 (A) No employee shall lose any seniority standing because of any military service, including service in the National Guard or Organized Reserves.

(B) The employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns from military service.

(C) 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 military service.

(D) On return from military service, an employee shall be reinstated to his/her former job or one of like rank and shall receive credit for the yearly increments awarded 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.

7.7 Maternity Leave: The policy of the Board of Education with regard to disability caused by pregnancy shall be that upon receipt of a doctor's certificate of disability due to pregnancy, any female employee in the bargaining unit is entitled to sick leave benefits that she has accrued and may continue to receive such benefits until her physician certifies to the termination of the disability. This disability benefit will be granted on the condition that the Board receives a letter of authorization from the employee authorizing the Board to inquire of her attending physician as to the termination of her disability and as to her ability to return to work. This provision shall be accomplished in conjunction with the applicable requirements, if any, of the Family and Medical Leave Act(FMLA)and not extend any requirements of said act.

ARTICLE VIII WAGES

8.0 Wage scales set forth in this Agreement and its appendices shall be effective retroactive to July 1, 2005 and shall remain in full force and effect until the 30th day of June 2009.

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 Effective and retroactive to 07.01.05, the wage in effect on 06.30.2005 for each bargaining unit position shall be increased by 2.9%

Effective 07.01.06, the wage in effect on 06.30.2006 for each bargaining unit position shall be increased by 3.0%

Effective 07.01.07, the wage in effect on 06.30.2007 for each bargaining unit position shall be increased by 3.25%

Effective 07.01.08, the wage in effect on 06.30.2008 for each bargaining unit position shall be increased by 3.25%

The rates of pay and classifications of the present employees attached hereto, as Appendix A, shall be part of this Agreement.

8.3 All bargaining unit employees scheduled for work by the Director of Plant Operations or the Director of Business & Finance in a temporary higher classification/labor grade than their own for more than thirty (30) days during each 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 (A) Custodial employees, excluding regular day shift employees, shall be paid a wage differential of seven percent (7%) of their base rate for any hour or hours worked between 2:00 p.m. and 6:30 a.m.

(B) Section 8.4 (A) shall not apply to maintenance personnel whose regular day shift for such personnel shall be from 7:00 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 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) 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

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.

Pro-rata longevity payments shall be paid to an employee in the event his/her services to the Board are terminated.

- (B) 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

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.

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 (A) Each 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 under section i) of Appendix B. Any such 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 Director of Plant Operations or Director of Business & Finance at least fourteen (14) calendar days prior notice, unless the Director of Plant Operations 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 of Schools and the Union with a statement by the Director of Plant Operations 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 of Education. The resignation of any employee who fails to give notice shall be reported to the Superintendent of Schools and the Union by the Director of Plant operations or Director of Business & Finance immediately. The Superintendent of Schools 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 of Education and the Union of the effective date of his 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 Director of Plant Operations or Director of Business & Finance for secretarial/clerical employees of the reason for his/her absence may be terminated by the Director of Plant Operations 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)
- (1) The Board shall pay for 92.5% of the cost of the medical insurance coverage in Sections A, C and E, below, for the year 2005-2006; 91.0% for the year 2006-2007; 90% for the year 2007-2008; 88% for the year 2008-2009 for all full-time employees as defined in Article IV. Said coverages will be for such employees and their dependents.
 - (2) All full-time employees will pay 7.5% of the cost of the medical insurance coverage's listed in Sections A, C and E below for the year 2005-2006; 9.0% for the year 2006-2007; 10% for the year 2007-2008; 12% for the year 2008-2009.
 - (3) All part time employees who are eligible to join the Union under Section 2 shall receive pro-rated insurances provided by the Board. The basis for the proration shall be the percent of cost as stated above, 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.
 - (4) An open enrollment period shall be provided annually for a two-week period during the month of May for the purpose of choosing health insurance coverage.
- A. Point-of service Plan ("PPO"), currently Anthem Century Plan. This insurance option shall not be offered after June 30, 2006, at which time employees selecting medical insurance will have to choose the HMO POE coverage listed in C. Below.
 - B. Over 65 Plan, currently Connecticut Blue Cross 65 (High Option)
 - C. Health Maintenance Organization Plan ("HMO") currently Anthem Blue Care POE Plan with the following coverage costs (effective 07.01.06):

Service	Co-pay
Dr. Office and Specialist visit	\$20
Inpatient Hospital	\$200
Emergency Room	\$50 (waived if admitted)
Outpatient Hospital	\$100
RX- Prescription Drugs	Three (3) tier system \$10 Generic \$20 Formulary (preferred) \$30 Non-Formulary (non-preferred)

	2 times (x) appropriate co-pay for mail order (up to 3 months each)
	No cap on prescription drugs
	No fertility drug coverage

D. Supplemental 65 Plan, currently Connecticut Medical Service 65 Plan "81"

E. Dental Plan, currently Anthem Dental Plan

F. Retired employees and/or their spouses shall be allowed to continue medical insurance coverages as defined in Article X Sections (A) through (E) under the following conditions. All benefits elected under Article X Sections (A) through (E) shall be paid by the retired employee or the deceased employee's spouse at the current Board of Education group rates for the aforementioned medical insurance.

- (i) If an employee 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 Sections 10.0 (A) through (E). If an employee is eligible for Medicare at age 65, the employee must switch coverage from the regular medical plans as listed in Sections 10.0 (A) and (C) to the 65 plans as listed in Sections 10.0 (B) and (D).

The spouse of a retired employee may continue coverage in the event of the retired employee's death under Sections A, C, and E until he/she reaches age 65 at which time coverage shall be switched to the 65 plans as listed in Sections 10.0 (B) and (D) if the spouse is eligible for Medicare.

- (ii) 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 10.0 (A), (C) and (E). The spouse upon reaching the age of 65 and eligible for Medicare shall be required to switch coverage from the regular medical plans as listed in Section 10.0 (A) and (C) to the 65 Plans as listed in Sections 10.0 (B) and (D).
- (b) 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 category.

- (1) Group Life Insurance under group policy provided by the Town of Vernon for its employees.
 - (A) Life Insurance \$30,000
 - (B) Accidental death and dismemberment \$60,000
- (2) A retired employee may continue the group life insurance by paying for it at the current Board of Education group rate under the policy, less the accidental death and dismemberment endorsement where applicable, with coverage being reduced to \$7,500.00 at age seventy (70) and \$2,500.00 at age seventy-five (75).
- (3) Any changes to the retiree health and life insurance shall be effective upon the actual implementation of the changed coverages after the approval of this Agreement.

(c) The parties agree that the Blue Cross/Blue Shield Century Preferred Provider Plan being provided for the year 2005-2006 has no co-pay for doctor's visits and 6/3/0 prescription charges, and it shall only be in effect until June 30, 2006. At that time the only option for employee's health insurance shall be the HMO POE coverage.

- 10.1 (a) The employee retirement plan of the Town of Vernon is hereby made part of this agreement, including any plan amendments by or on behalf of members of Local #1303-35 and excluding any plan amendments made by or on behalf of members of any other employee group.
- (b) Changes reflected in Appendix C, applicable to this Union to the aforementioned retirement plan of the Town of Vernon are effective upon the appendix C signature date.
- (c) All current bargaining unit employees are encouraged to participate in said retirement plan. All employees, who are now participating or whose current service commences after the approval of this Agreement, shall be required to participate in said retirement plan.

10.2 The Board shall reimburse retired employees the cost of Medicare they must pay. After July 1st, 1991, no additional retiring employee shall be reimbursed for Medicare except those employees who retire within the next five (5) years. The rates in effect as of June 30th, 1991, shall be the basis for reimbursements of present Medicare recipients for the term of this Agreement.

10.3 Self-Insurance Option: 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 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 Vernon Board of Education 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.

10.4 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 \$1,500.00 provided the employee has notified the Director of Business & Finance by May 31st of each year. If an employee has waived his/her insurance benefits for the previous year and does not notify the Director of Business & Finance of his/her selection for the next year, the waiver will remain in effect. Payments for the waiver will be made in two(2) equal installments in December and June.

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 the 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 pro-rated portion of any installment collected waiving their insurance coverage.

ARTICLE XI SAFETY & HEALTH

11.0 A joint safety committee shall be formed by the Board and the Union, and said 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.

ARTICLE XII DISCIPLINARY PROCEDURE

12.0 (a) The Board of Education Personnel Rules, as negotiated and attached hereto as Appendix B, shall constitute the disciplinary procedures. Where said Personnel Rules refer to the Director of Plant operations, it is understood and agreed that the "Director of Business & Finance" shall be substituted in cases involving secretarial and clerical employees under the supervision of the Director of Business & Finance.

(b) An employee who accumulates within a twelve (12) month period any four (4) offenses listed in Appendix B, shall be subject to discharge irrespective of whether or not the penalties for any of the four (4) specific violations involved, provides for discharge.

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:

Time Limits

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.

- If an employee does not file a grievance within thirty (30) working 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.
- 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: Between the Union representative, the aggrieved party, and the principal. The principal shall address the grievance at once, or notify the Union representative of his/her decision WITHIN TEN (10) WORKING DAYS from the day the grievance was presented.

Step 2: If the grievance is not resolved at STEP 1, the Union representative may reduce the grievance to writing and present it to the Director of Plant Operations if it relates to custodial employees or the Director of Business & Finance if it relates to secretarial/clerical employees WITHIN TEN (10) WORKING 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) WORKING DAYS from the day the grievance was submitted to him/her.

Step 3: If the Union is not satisfied with the appropriate Supervisor's reply, the Union may WITHIN TEN (10) WORKING DAYS after receipt of the decision ask the Superintendent of Schools for a meeting to discuss the grievance further. Such meeting shall be held WITHIN TEN (10) WORKING DAYS after the day of the Union's request and may be attended by the Steward, the aggrieved party, the Council #4 representative, the Superintendent of Schools, and his designated committee. The Superintendent shall give written answer to the Union President with a copy to the Council #4 representative, WITHIN TEN (10) WORKING DAYS after the day of the meeting.

Step 4: If the Union is not satisfied with the Superintendent's reply, the Union may WITHIN TEN (10) WORKING DAYS after receipt of the decision ask the Board of Education or its designated committee for a meeting. Such meeting shall be held within TEN (10) WORKING DAYS after the request and may be attended by the Steward, the aggrieved party(s), and the Council #4 representative in addition to the Union committee. The Board of Education or its designated committee shall give written answer to the Union President and copy to the Council #4 representative WITHIN FIFTEEN (15) WORKING DAYS after the day of the meeting.

Step 5: If the Union is not satisfied with the Board of Education's reply, the Union may, WITHIN FIFTEEN (15) WORKING DAYS of the reply, submit the grievance in writing to arbitration by the State Board of 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.

13.1 The Union Steward and 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 I through Step 5 of the grievance procedure.

13.2 The Director of Plant Operations, 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.

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 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 of Education 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
POLITICAL ACTIVITY

16.0 The Board encourages its employees to assume the obligations of full political citizenship. Employees, however, must confine their political activities to the hours away from work.

Subject to the above limitation, Board employees may take part in the management, affairs, or campaign of any political party. Specifically, Board employees may contribute to the campaign funds of a political party or candidate for public office, serve on a precinct, ward or other political committee, register voters for a political party, serve as treasurer or campaign manager for a candidate for elective office, obtain signatures on a petition for a candidate interested in running for elective office, participate in political rallies and run for public office.

ARTICLE XVII
MANAGEMENT RIGHTS

17.0 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 time adhere to the standards of good faith and reasonableness in all actions taken.

17.1 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 app subject to such laws, regulations and policies subject to restrictions within this agreement.

17.2 Among those rights specifically vested in the Board are:

- A. The right to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action employees subject to restrictions contained within this Agreement.
- B. To determine the methods, means and personnel by which school district operations are to be conducted subject to restrictions within this Agreement.
- C. To take whatever action may be necessary to carry out the Board's legal/statutory responsibilities.

These rights and duties of the Board are set forth as specific examples and in no way are intended to limit the overall discretion of the Board.

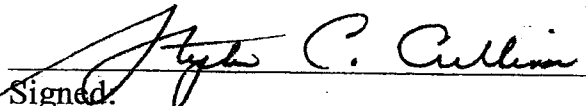
ARTICLE XVIII
DURATION


18.0 This Agreement shall be effective as of the first day of July 2005 and shall remain in full force and effect until the 30th day of June 2009. 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 27th day of February, 2006.


FOR THE VERNON BOARD OF EDUCATION

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


Signed:
Stephen Cullinan
Superintendent of Schools
Board of Education


Signed:
Mike Paluska, President
Local 1303-35 of Council#4 AFSCME Vernon
AFL-CIO


Signed:
Catherine Rebai, Chairperson
Vernon Board of Education


Signed:
J. Wells, Staff Representative
Local 1303-35 of Council#4 AFSCME

APPENDIX "A"
SALARY SCHEDULES

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

1.0 SECRETARIES
All wages effective July 1

		2005-06	2006-07	2007-08	2008-09
1.1	Labor Grade 7	\$16.83	\$17.34	\$17.90	\$18.48
1.2	Labor Grade 8	\$18.49	\$19.05	\$19.66	\$20.30
1.3	Labor Grade 9	\$19.32	\$19.90	\$20.55	\$21.22
1.4	Labor Grade 10	\$20.46	\$21.07	\$21.75	\$22.46

2.0 CUSTODIANS - ALL CLASSIFICATIONS
All wages effective July 1

		2005-06	2006-07	2007-08	2008-09
2.1.1	Grades K-8	\$16.49	\$16.99	\$17.54	\$18.11
2.1.2	Grades 9-12	\$16.49	\$16.99	\$17.54	\$18.11
2.1.3	Floating Cust.	\$18.62	\$19.18	\$19.81	\$20.45
2.2	Leadman	\$18.76	\$19.32	\$19.95	\$20.60
2.3.1	Head Cust. K-8*	\$22.12	\$22.79	\$23.53	\$24.29
2.3.2	Head Cust. 9-12	\$23.97	\$24.68	\$25.49	\$26.31

*A person serving as Head Custodian at VCMS at the start of this Agreement shall continue to receive his salary at the Grades 9-12 rate until he vacates his position.

3.0 MAINTENANCE - ALL CLASSIFICATIONS
All wages effective July 1

		2005-06	2006-07	2007-08	2008-09
3.1	Licensed Plumber Boiler Maintainer Licensed Electrician	\$27.26	\$28.08	\$28.99	\$29.93
3.2	Painter	\$23.58	\$24.29	\$25.08	\$25.90
3.3	Maintenance II	\$24.58	\$25.32	\$26.14	\$26.99