

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").

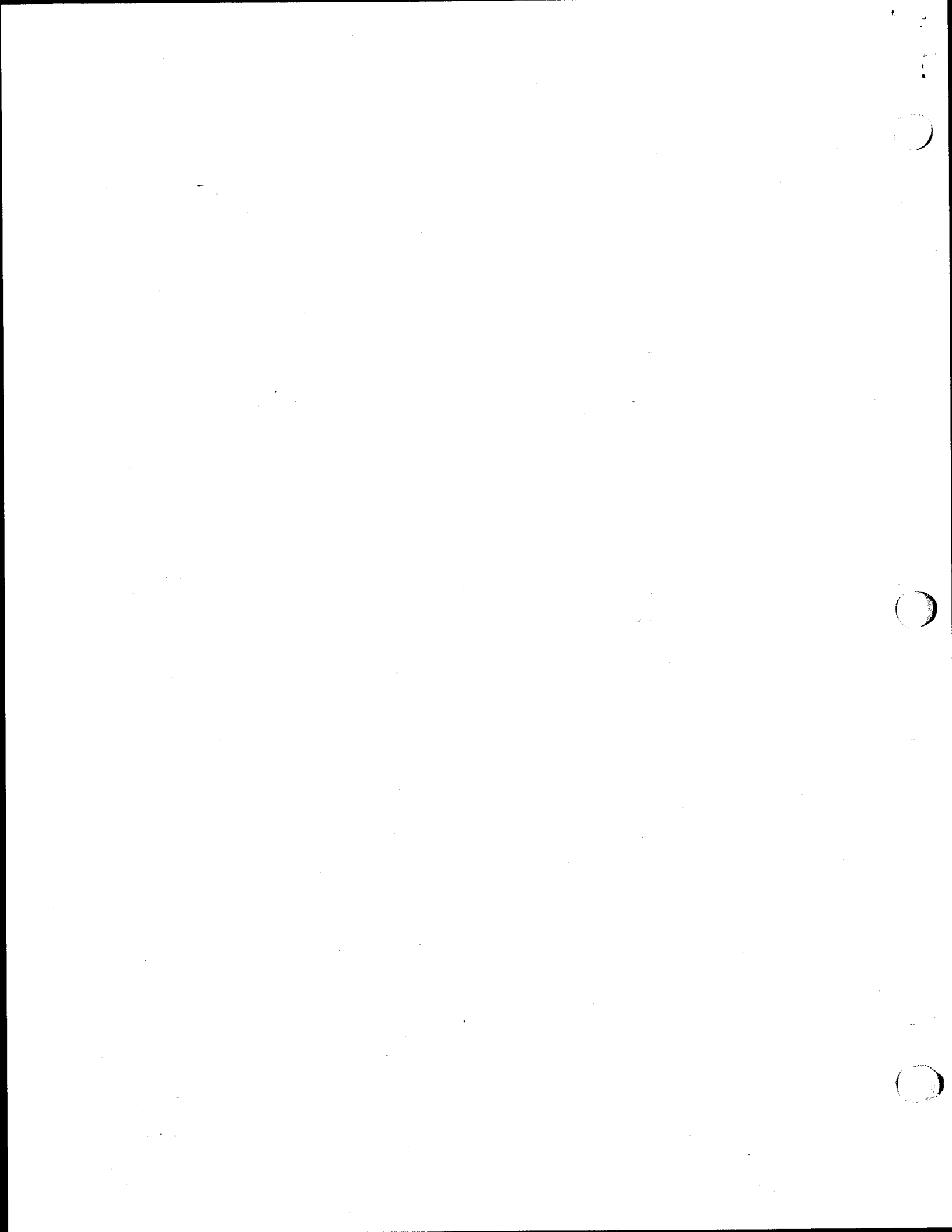
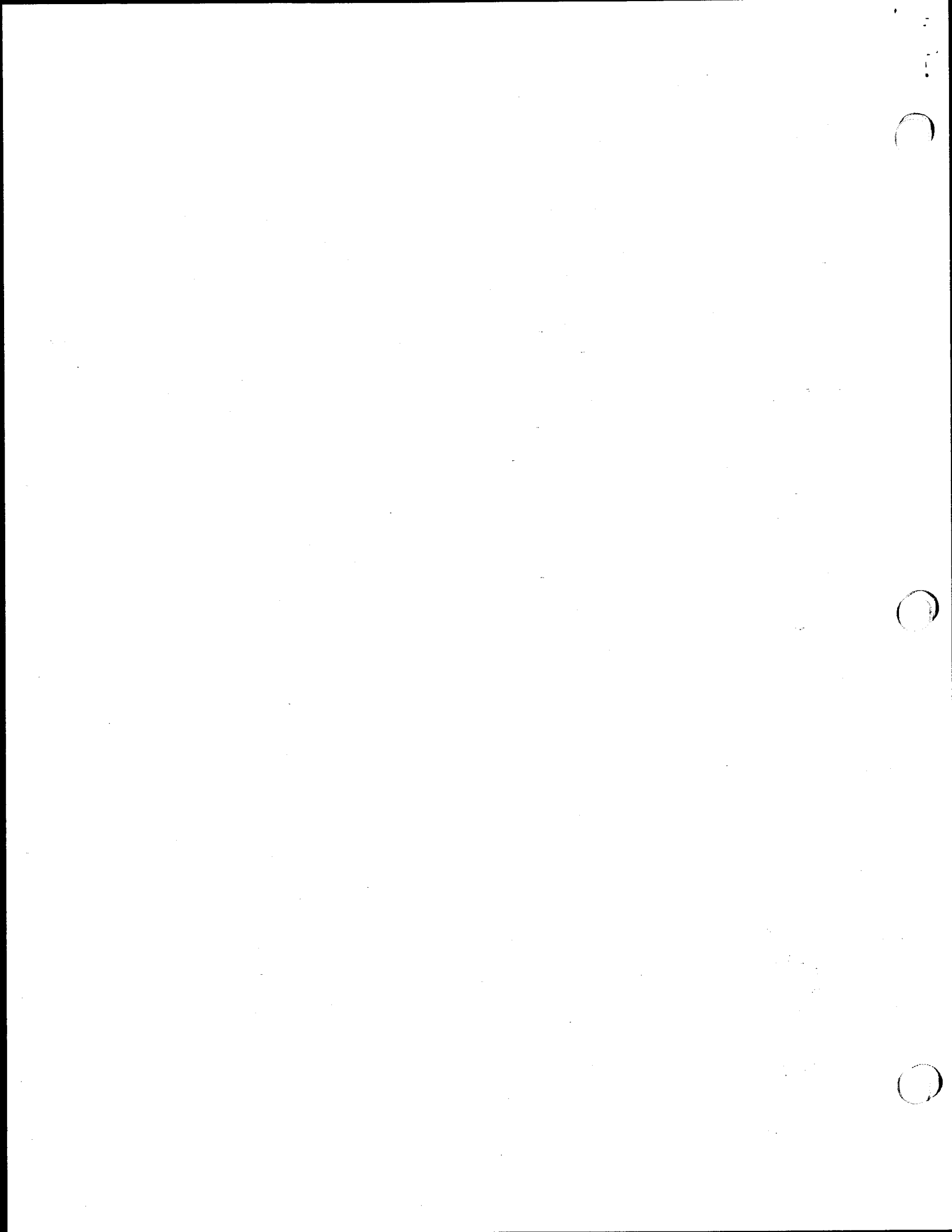


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ARTICLE I
RECOGNITION

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.