

WORKING AGREEMENT
between

ELLINGTON BOARD OF EDUCATION

and

ELLINGTON VAN DRIVERS

LOCAL 1303-268 OF COUNCIL 4, AFSCME, AFL-CIO

July 1, 2012 - June 30, 2017

This Agreement is made and entered into by and between Ellington Board of Education (hereinafter referred to as "the Board") and/or its successor and Local 1303-268 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor, (hereinafter referred to as "the Union").

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ARTICLE I **RECOGNITION**

Section 1.1

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 employees in the classification certified by the State Board of Labor Relations in Decision No. 2815 dated June 22, 1990 which are as follows: All Van Drivers.

Section 1.2 - PAST PRACTICE

All benefits, which Employees received from the Board in the past, which are not specifically granted in this Agreement shall cease at the time this Agreement becomes effective.

Section 1.3

No employee who has completed his/her probationary period shall be discharged, suspended without pay or otherwise disciplined, except for just cause. Whenever any such action is taken, the Superintendent shall, within five (5) workdays of the discipline, furnish the employee and the President of the Union a written statement of the reasons for such action and the period of time for which any such suspension is to be effective.

Drivers are required to maintain valid student transportation vehicle operator's licenses which comply with all Connecticut State Statutes and DMV Regulations in addition to any applicable Board Policies.

Section 1.4

All drivers who were employed prior to July 1, 2009 who continue to reside in the Town of Ellington shall have the use of assigned Board vans for official related use during working hours and shall be allowed to take their assigned vans home when working hours are completed. All other employees regardless of residence may be allowed to take home the assigned vans at the discretion of the Superintendent.

ARTICLE II **DUES CHECK OFF**

Section 2.1

The Board agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and service fees, as may be fixed by the Union. The Union agrees to provide a list of employees and amounts to be deducted for the aforementioned dues and fees accompanied by supporting authorization statements. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to Council #4 or the President of the Local to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of this Agreement.

All employees in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee which shall not exceed the proportional cost attributable to collective bargaining, grievance adjustment and contract administration. All employees in the collective bargaining unit who are members of the Union on the effective date of this clause but, who hereafter, cease to be Union members, shall, for so long as they remain non-members, as a condition of employment pay to the Union a service fee which shall not exceed the proportional cost attributable to collective bargaining, grievance adjustments and contract administration.

The deductions for any month shall be made equally in two pay periods of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the 15th day of the following month, for which such deductions have been made.

The employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his/her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence provided proper authorization is given. The Union agrees that it will indemnify and save the Employer harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Employer in accordance with the terms of this Article in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

Section 2.2

At least one bulletin board in the School Administration Building shall be reserved for the posting of official Union notices or announcements.

Section 2.3

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.

Section 2.4

The Board will provide each employee with a copy of this Agreement within thirty (30) 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.

Section 2.5

A total of no more than three (3) officers or designees shall be chosen by the Union for contract negotiations.

If contract negotiation sessions with the Board are held during the workday, two (2) members

shall be afforded the time to attend without loss of pay.

ARTICLE III
SENIORITY AND MANAGEMENT RIGHTS

Section 3.1

- A. The Board shall prepare a list of all employees showing their seniority in length of service with in the bargaining unit Local 1303-268 and deliver the same to the Union Representative by December 1st of each year. 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 contract. Upon completion of their probationary period, new employees shall be added to this list.

- B. In all matters related to transfers and run assignments, Management retains the right to make decisions, which it believes to be in the best interests of the school system.
 - 1. Run assignments shall be established by the Superintendent or his designee prior to the opening of school, in accordance with Article IV, section 4.1. To the extent possible, an employee's preference shall be given on the basis of seniority.
 - 2. When a permanent vacancy occurs or a new run is created the employee with the most seniority and the least hours shall be offered the additional work assignments. To the extent possible i, an employee's preference shall be given on the basis of seniority.
 - 3. All summer runs created shall be afforded to the employees with the highest seniority on a complete run basis.

Section 3.2

- A. New employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority, grievance rights or benefits 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. All employees who have completed their probationary period shall be permanent employees and shall acquire length of service records as of the date of their employment.

- B. All medical examinations (physical and/or psychological) required by the Superintendent or the Board will be fully paid for by the Board.

Section 3.3 - Management Rights

- A. 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.

- B. In the administration of all matters covered by the 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 regulation, which may be applicable. The Agreement shall at all times be applied subject to such laws, regulations and policies.

- C. Among those rights specifically vested in the Board are:
1. 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 against employees.
 2. To determine the methods, means and personnel by which school district operations are to be conducted.
 3. To take whatever action may be necessary to carry out its full legal statutory responsibilities.
- D. 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.
- E. Whenever an employee hired on or before July 1, 1997 resigns, retires or otherwise stops working for any reason other than a layoff or Board approved leave; a vacancy occurs due to any other employee leaving for any reason; or a new position is created, the Board retains the right to subcontract one run for each run so vacated at any time in the future. Said runs may be subcontracted only after current employees have had an opportunity to maximize their hours. No remaining employees would have a reduction in the previous year's hours for that school year.

“Run” is defined as pickup and delivery of a student, or group of students going to the same or similar location, to and from school. Subcontracting will not be utilized by the Board to preclude recall rights otherwise available under this Agreement.

This section shall not be used to undermine the Union and the Union membership, and shall only be utilized when the Board can not find a qualified, outside applicant for said vacancy. The vacancy shall be posted for thirty (30) days before subcontracting said run. At the end of the first school year of the subcontracting, the run will be posted for one (1) additional thirty (30) day period.

Section 3.4

- A. Layoffs shall take effect as follows:
1. Probationary employees
 2. Temporary employees
 3. Employees working twenty (20) hours per week or more by seniority
- B. Employees who are laid off shall have recall rights within their job category for a period of one (1) year from the effective date of layoff. No new employees shall be hired in a job category in which a laid-off employee has recall rights during that one-year period. Employees with the most seniority shall be rehired first. 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 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.

Section 3.5 - Employer Conduct for Discipline

If a BOE manager has a need to correct or counsel an employee it shall be done in a manner so as not to embarrass the employee in front of other employees or members of the public who happen to be in the vicinity of the employee,

**ARTICLE IV
HOURS OF WORK, OVERTIME AND HOLIDAY PAY**

Section 4.1

The regular hours of work for all Van Drivers shall be up to a maximum of forty (40) hours per week.

Section 4.2

Hours worked by employees in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) of the employee's regular straight hourly rate.

Section 4.3

Nothing herein shall be construed as guarantee by the Board of a forty (40) hour week.

Section 4.4

An employee shall be paid a minimum of one (1) hour for any run he/she is assigned. No employee will be paid for more than the time required for any run or runs assigned which concurrently are greater than one (1) hour in cumulative time.

Section 4.5

Overtime, special trips and summer runs shall be on a voluntary basis.

Section 4.6

In the event a driver leaves for their route at an appropriate time and has not been notified of a delayed opening or school closing, a one (1) hour minimum will be paid.

ARTICLE V
HOLIDAYS

Section 5.1

The following holidays shall be observed as days off, with full pay based upon average hours worked per day:

New Years Day	Martin Luther King Day	Presidents' Day
Good Friday	Memorial Day	Columbus Day
Thanksgiving	Day After Thanksgiving	Christmas Day
Day After Christmas		

Section 5.2

When a holiday occurs during the employee's absence while on sick leave, said holiday should not be charged against the employee's sick time.

Section 5.3

Any employee required to work on any holiday listed in Section 5.1 shall receive holiday pay plus time and one-half (1-1/2) of the employees regular holiday rate for all hours worked that day.

ARTICLE VI
LEAVE PROVISIONS

Section 6.1

All employees who are employed at least nine (9) months per year shall be granted paid sick leave on the basis of six (6) days per school year. Such sick leave may be accumulated to a maximum of one hundred twenty-five (125) days for use only in cases of the employee's illness.

Employees who, at the beginning of the contract year, have accumulated the maximum number of sick days for their position will accrue one (1) day of sick leave for each day of sick leave used during that year up to the maximum number of days that they would otherwise have accrued for that contract year.

Sick days pay accumulated shall be paid to the employee upon retirement or death at the rate of twenty-five (\$25) per day, up to one-hundred (100) accumulated sick days. Employees hired after July 1, 2012 shall not be eligible for this sick leave pay-out.

Section 6.2 - Personal Leave

Members shall be granted one (1) paid personal day annually, to be used by the employee for emergencies or business that can not be conducted outside of the normal workday. Said personal days shall normally require twenty-four (24) hours notice, except in cases of emergencies, and

shall not be unreasonably denied.

Personal leaves of absences without pay shall be in accordance with FMLA.

Section 6.3 - Funeral Leave

All employees shall be entitled to three (3) paid days bereavement leave per school year for death in the employee's immediate family. Immediate family shall be defined as the employee's spouse, parent, child, sibling, grandparent, stepparent, or spouse's parent, grandparent, stepparent or grandchild.

Section 6.4 - Jury Duty

Absence for jury duty during the school year shall be granted in accordance with State statute. Such employee will be compensated the difference between the amount he/she receives for jury duty and the amount he/she would normally earn for his/her regular workday, excluding overtime. Employees must notify their supervisor immediately on receipt of jury notices.

Section 6.5 - Childbearing Leave

- A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disability for all job related purposes.
- B. Accumulated paid leave shall be available for use during such periods of disability described in this Section the length of which to be determined by the physician.

Section 6.6 – Child-Rearing Leave

- A. An employee returning from child-rearing leave will be returned to service at the appropriate rate within the salary range to which he/she was entitled at the time of leave as per this Agreement. The employee shall also retain any accumulated sick leave earned previous to the leave.
- B. Only one spouse, if both are employed by the Board, will be granted child-rearing leave at a time.
- C. The employee will be eligible to participate in any of the insurance programs provided for in this Agreement at his/her own expense while on child-rearing leave.

Section 6.7 - Training

All drivers are required to maintain a valid license as required by State or Federal Regulations. Drivers will be reimbursed for reasonable training costs associated with license renewal.

Section 6.8 - Substitutes

Employees are required to call a designated line at least one (1) hour prior to the start of his/her

shift in order to be entitled and compensated for a sick day. The Board shall call said substitute if needed.

Any absence of three (3) days or more requires a Doctor's note before the employee is allowed to resume scheduled runs.

ARTICLE VII WAGES

Section 7.1

The wage scales set forth in this Agreement and its appendices shall be effective July 1, 2012, and shall remain in full force and effect until the 30th of June 2017.

Section 7.2

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

Section 7.3

The rate of pay of employees attached hereto as Appendix B shall be part of this contract.

Section 7.4

Newly hired employees shall start on Step 1, and all employees will advance one step per year on each July 1 thereafter.

Section 7.5

The Union shall be informed in writing of all wage increases within the bargaining unit.

Section 7.6

Any Van Drivers, who are scheduled to drive a specially equipped handicapped vehicle for the majority of their workweek, shall receive a seventy-five dollar (\$75) per week stipend for each week that school is in session and they are so scheduled.

Section 7.7

If an employee's run(s) are canceled for the day, then the driver of the run(s) will be paid two (2) hours at their applicable pay rate.

"Run" is defined as pickup and delivery of a student, or group of students going to the same or similar location, to and from school.

ARTICLE VIII
INSURANCE AND PENSION

Section 8.0

The Board shall provide and pay for the following insurance for all employees who work twenty-five (25) or more hours per week.

The definition of twenty-five (25) hours per week shall be an average of twenty-five (25) hours worked during a normally scheduled work week of Monday through Friday. This shall exclude decreases in hours due to a student being temporarily ill, school vacation periods, snow days, holidays, or teacher in-service days.

If an employee's normal schedule falls below the twenty-five (25) hours per week, the employee may continue health benefit coverage only, by making the applicable payments on a monthly basis prior to the first of the subsequent month. Payments will be due until the employee meets the scheduled twenty-five (25) hours per week, whereupon the payment for the subsequent month will not be required.

In any event, if an employee falling below the twenty-five (25) hours per week chooses to continue, drop, or rejoin his/her health insurance coverage, eligibility will be subject to the rules and regulations of the insurance carrier and/or applicable legislation.

Employees on BOE health plans as of July 1 2009 shall be eligible to continue carrying health insurance in accordance with this section by maintaining a 20 hour per week schedule as defined.

Section 8.1

A. The Board will provide medical and dental insurance for individual and/or family coverage as described below.

1. OPTION 1

Cigna medical and dental insurance for individual and/or family coverage. The certificate of insurance policy form number, as supplied by the Board, will be distributed to each enrolled employee.

Coverage in Cigna (with managed benefits) includes, but is not limited to:

- Cigna Management
- \$500/\$2,000 out of network deductible
- 80/20 coinsurance to \$2900/\$8,000
- \$2,900/\$5,800/\$8,000 cost share maximum
- \$250 per admission hospital co-pay
- \$50 emergency room co-pay
- \$200 outpatient hospital surgery co-pay
- \$20 home and office co-pay (unlimited)

- Unlimited home and office maximum
- Lifetime maximum: in network – unlimited
 out of network – unlimited
- Based on co-pay drug rider

2. OPTION 2

HSA option will be offered by the Board

- B. Rider (Options 1 and 2) Prescription drugs (managed three-tier formulary) – [includes oral contraceptives]

Co-pays:

- \$10 generic
- \$20 brand name
- \$35 non-formulary
- 2 times co-pay mail order for up to 90 day supply

Effective July 1, 2014

- \$10 generic
- \$25 brand name
- \$40 non-formulary
- 2 times co-pay mail order for up to 90 day supply

- C. Flex Dental Plan (Options 1 and 2)

- \$1,500 calendar year maximum
- Orthodontics payable at 50%, \$2,000 lifetime maximum (children only to age 19)

- D. Premium Cost Share - The Board will provide benefits to employees electing single coverage under Option 1, above, with employee paying:

Eleven and one-half percent (11.5%)	of the single premium in 2012-2013.
Twelve percent (12%)	of the single premium in 2013-2014.
Twelve and one-half percent (12.5%)	of the single premium in 2014-2015.
Thirteen percent (13%)	of the single premium in 2015-2016.
Thirteen and one-half percent (13.5%)	of the single premium in 2016-2017.

- E. Life insurance equal to \$20,000

Section 8.2

- A. Any employee who retires before the age of 65 may remain in the group health insurance plan selected until reaching age 65 by submitting the full monthly premium to the

business office.

- B. Any employee shall be eligible for dependent health coverage by paying the difference between the single contributory premium and the dependent plan. Payments must be submitted to the business office by the first of each month.
- C. It is understood that the Board may change insurance carriers. Such a change shall not result in a reduction of benefits listed in this article. Prior to any change in insurance carriers, the Board shall obtain a comparative analysis of the policies in question. The Board shall supply a copy of the analysis to the bargaining unit.
- D. Payroll deductions for insurance premiums will be offered through an I.R.S. Section 125 pre-tax conversion plan. Premiums will be deducted in the month prior to coverage and in June for July, August and September.

Section 8.3 - Pension

- A. The present pension plan (CT. State MERF-B) with any improvements is made part of this agreement. All employees working twenty (20) hours or more per week must participate in this plan. Upon retirement from the Board, after ten (10) years of service, fifty dollars (\$50) will be paid for each year of service. This is to be paid on January 1, following the school year in which retirement has become effective.
- B. Retirement benefits from the Board shall be granted to those eligible Employees upon verification that an Employee fulfills the requirements' of the Municipal Employees Retirement Plan of the State of Connecticut and has filed for retirement benefits under this plan.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.1 - Definitions

- A. A grievance shall be a complaint by an Employee or the Union concerning any provision of this Agreement.
- B. The number of days set forth in the processing of grievances shall be the maximum. Days shall be calendar days unless otherwise specified. All time limits may be extended by mutual agreement of the parties.
- C. If an employee does not file a grievance in writing within twenty (20) days after he/she knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered to have been waived.
- D. Failure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level.

- B. All grievances must be submitted in writing, stating the specific problem, the provision violated, and the action desired. If either party believes that discussion might contribute to the resolution of a grievance, a meeting shall be arranged which will take precedence over the time limits listed in the following section.

Section 9.2 – Procedures

The following procedure shall be observed in processing any grievance:

Step 1. The aggrieved employee shall, within twenty (20) days of the onset of the grievance, present in writing a statement of the grievance to his/her immediate supervisor/Director of Business Services who, within five (5) working days following receipt of the grievance, will render a decision in writing.

Step 2. If the aggrieved employee is not satisfied, the employee may submit the grievance in writing within five (5) working days to the Superintendent with a copy to the immediate supervisor/Director of Business Services. Within five (5) working days, a written decision will be rendered to the aggrieved employee.

Step 3. If the aggrieved employee is not satisfied with the decision of the Superintendent, the employee can then petition the Board for action on the grievance within twenty (20) days from the date the employee receives the written decision from the Superintendent. The Board will render a final decision within fifteen (15) working days after receipt of the grievance.

Step 4. If the Union isn't satisfied with the Board's decision, the Union may, within thirty (30) working days of the reply, submit the grievance in writing to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not add to, delete from, or change in any way any of the provisions of the Agreement.

**ARTICLE X
SAVINGS CLAUSE**

Section 10.1

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 XI
SAFETY AND HEALTH**

Section 11.1

The Board agrees to continue to make every effort to provide safe and healthful conditions of

work for its employees. The employees are responsible to adhere to safety rules, regulations, and reasonable procedures as prescribed by the Town and the Board and/or any other applicable regulatory agency.

- A. The Board agrees to continue constant radio communication with all van drivers.
- B. Available pick up station to be established by the Board for children whose parents are not home when the van arrives.
- C. All necessary emergency supplies will be made available on the vans at all times. A storage area shall be made available for the drivers for their supplies.

**ARTICLE XII
NON-DISCRIMINATION**

Section 12.1

Neither party to this Agreement shall discriminate against any employee for reason of his/her race, color, creed, sex, sexual orientation, national origin, age marital status, membership, or non-membership in the Union. This provision shall be subject to the grievance procedure, up to and including Board review, but not the arbitration provision of this Agreement.

**ARTICLE XIII
WORK RELATED INJURY**

Section 13.1

If an employee is absent from work because of an injury or incapacity entitling the employee to compensation under the Workers' Compensation Act, the Board shall make up the difference between compensation payments and regular wages for up to three (3) months. Certification by a physician that the employee is physically unable to return to work is required as a condition of such payments.

**ARTICLE XIV
RESIGNATIONS AND TERMINATIONS**

Section 14.1

Resignations: To resign in good standing, an employee must give the Board at least fourteen (14) calendar days prior notice, unless the Superintendent, because of extenuating circumstances, agrees to permit a shorter period of notice.

Section 14.2

Terminations: An employee who fails to report to work and who fails to notify his/her immediate supervisor of the reason for his/her absence prior to his/her shift may be terminated by the Superintendent. Terminated employees will be denied the benefits of the contract that are

payable to an employee who resigns or retires in good standing.

**ARTICLE XV
DURATION**

Section 15.1

This Agreement shall be effective as of the first day of July 2012 and shall remain in full force and effect until the 30th day of June 2017. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing 150 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 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 ten (10) days prior to the desired date set forth in the preceding paragraph.

The parties agree that should they be unable to negotiate a new contract by July 1, 2017, the contract will continue in effect; provided however, the wage rates in effect as of June 30, 2017 will continue in effect until a successor contract becomes effective.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of July, 2012.

ELLINGTON BOARD OF EDUCATION

**LOCAL 1303-268 OF COUNCIL 4,
AFSCME, AFL.-CIO**

Appendix A

Driver		Step Placement				
	Hire Date	2012	2013	2014	2015	2016
Fecko, Sandra	10/20/87	5	5	5	5	5
Hurlburt, Nancy	05/03/91	5	5	5	5	5
Peters, Pam	07/25/03	5	5	5	5	5
Senger, Joy	01/03/95	5	5	5	5	5
Kelly, Terry	03/22/2010	3	4	5	5	5
Peters, Larry	09/02/2010	2	3	4	5	5

Appendix B

Van Driver Wage Grid					
Step	1	2	3	4	5
2012-13	\$13.40	\$13.81	\$14.20	\$14.50	\$15.03
2013-14	\$13.72	\$14.14	\$14.54	\$14.85	\$15.39
2014-15	\$14.06	\$14.49	\$14.90	\$15.22	\$15.77
2015-16	\$14.41	\$14.85	\$15.27	\$15.60	\$16.16
2016-17	\$14.77	\$15.22	\$15.65	\$15.99	\$16.56