

# AGREEMENT

between

ELLINGTON BOARD OF EDUCATION

and

ELLINGTON VAN DRIVERS LOCAL 1303-  
268 OF COUNCIL 4, AFSCME, AFL-CIO

July 1 2020 to June 30, 2024

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 AND PAST PRACTICE**

**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 employees, who provide the Board with voluntary written authorization for such deductions from their wages, membership dues at the rate fixed by the Union. The amount shall be certified by the Union in writing to the Board and may be raised or lowered by the Union at any time upon reasonable notification to the Board. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing. The Board shall provide notification to the Union when an employee withdraws authorization. The Board's obligations to make any 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 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.

The Union agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage or suit including the payment of attorneys' fees, which may arise out of any action taken by or against the Board for the purpose of complying with the provisions of this Article.

**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 employees with electronic access to a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement.

**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, an employee's preference for run(s) assignments 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 sixty (60) workdays 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.
- F. "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.

- G. This section shall not be used to undermine the Union and the Union membership, and shall only be utilized when the Board cannot 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 AND OVERTIME**

#### **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**

A full-time employee, defined by working on average over twenty hours per week as a van driver, shall be paid a minimum of four hours for any day a van driver has a scheduled run that is canceled, except when runs are canceled due to inclement weather and made up later in the school year. Part-time employees shall be paid minimum of one (1) hour for any run she/he is assigned.

"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.

**Section 4.5**

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

**Section 4.6**

Employees shall work two (2) professional development and/or startup days in addition to the school year.

**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 Year's Day	Martin Luther King Day	Columbus Day
Good Friday	Memorial Day	Christmas Day
Thanksgiving	Day After Thanksgiving	
Day After Christmas	Presidents' Day	

**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 employee's 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 two (2) paid personal days annually, to be used by the employee for emergencies or business that cannot 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 of bereavement leave per occurrence 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; the employee is under no obligation to find her/his own substitute.

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, 2020, and shall remain in full force and effect until the 30th of June 2024.

**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 A 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 one hundred dollar (\$100) per week stipend for each week that school is in session and they are so scheduled. Said stipend shall be retroactive to July 1, 2017.

**Section 7.7**

Employees shall be paid for hours worked, in accordance with applicable state and federal wage and hour laws.

**ARTICLE VIII  
INSURANCE AND PENSION**

**Section 8.1**

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 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 8.2**

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

Prior to July 1, 2021:

1. OPTION 1

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

- \$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

**High Deductible Health Plan with Health Savings Account (HDHP/HSA)**

**In Network:**

Deductible: 2,250/\$4,500 (shared with out-of-network)  
Member's out of pocket max: \$3,250/\$6,500 (After satisfying deductible, prescription co-pays are the only services that accrue toward out-of-pocket maximum. All other covered services are covered at 100%.)  
Preventative care covered 100% (deductible waived)

**Out of Network:**

Deductible: \$2,250/\$4,500 (shared with in-network)  
Member's out of pocket max: \$5,000/\$10,000 (All covered services are covered at 80%, with member paying the remaining 20%, after deductible.)

Lifetime in network: unlimited Lifetime out of network: \$1,000,000

On or after July 1, 2021

The Board will offer a High Deductible Health Plan with Health Savings Account, as follows:

Deductible: \$2,250/\$4,500 (shared with out-of-network.) After satisfying deductible, all covered services, are covered at 100%. Preventative care covered 100% (deductible waived.)

**Out of Network:**

Deductible: \$2,250/\$4,500 (shared with in-network)  
Member's out of pocket max: \$5,000/\$10,000 (All covered services are covered at 80%, with member paying the remaining 20%, after deductible.)

Lifetime in network: unlimited  
Lifetime out of network: \$1,000,000

**B. Rider Prescription drugs (managed three-tier formulary) – [includes oral contraceptives]**

Prior to July 1, 2021:

**Option 1**

- \$5 generic
- \$25 brand name
- \$40 non-formulary
- 2 times co-pay mail order for up to 90-day supply

**Option 2 (after deductible is met)**

- \$5 generic
- \$25 brand name
- \$40 non-formulary brand name
- 2.0 co-pay mail order for up to 90-day supply
- In-network caps of \$1,000 for single and \$2,000 dependent

On or after July 1, 2021

Co-pays:

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

C. The Board may offer a Limited Network Plan option without negotiations.

D. 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)

E. Premium Cost Share - The Board will provide benefits to employees electing single coverage-with employee paying:

	Employee Co-share	Board Contribution
2020-21 Option 1:	13.5%	
Option 2:	10%	50%
2021-22	5% of applicable premium	50%
2022-23	3% of applicable premium	37.5%
2023-24	3% of applicable premium	25%

Employees hired after July 1, 2017, will not be eligible for participation in Option 1 (prior to July 1, 2021) and will be eligible for single coverage only, while paying the applicable premium share listed below. Such employees may, at their own expense, participate in 2-person or Family coverage under the HDHP/HSA by paying, in addition to the ten percent (10%) premium share for single coverage, the entire additional cost of premium and deductible for the dependent coverage selected.

F. Life insurance equal to \$20,000

**Section 8.3**

- 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 8.4 - 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.
- C. The Board may decide to withdraw the van drivers group from the Connecticut Municipal Employees Retirement System (CMERS) under CGS 7-444, provided such removal is consistent with applicable state statutes regarding municipal employees and pensions, and the Board receives approval of Local 1303-268.

**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.
- E. 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.

**Section 11.2**

The Board agrees to pay bills submitted by employees for the cost of any medical examinations that employees are required by state licensure requirements to take in order to renew any driver's licenses necessary to perform their duties with the Board. Employees will be responsible for submitting documentation for such costs or will forfeit the right to receive such payments.

**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, or any other classification protected by state or federal law. 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**

Unless otherwise specified herein, this Agreement shall be effective as of the first day of July 2020 and shall remain in full force and effect until the 30th day of June 2024. 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. If such notice is given, negotiations shall begin no 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:

If 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, 2024, the contract will continue in effect; provided however, the wage rates in effect as of June 30, 2024 will continue in effect until a successor contract becomes effective.

**Ellington Board of Education  
Van Drivers**

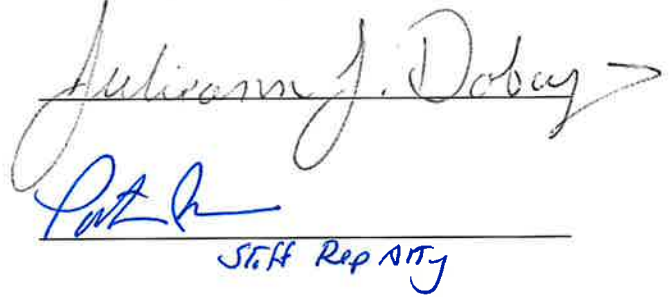
IN WITNESS WHEREOF, the parties hereto have set their hands this 23<sup>rd</sup> of December, 2020.

**ELLINGTON BOARD OF EDUCATION**



Two handwritten signatures in blue ink are positioned over two horizontal lines. The top signature is a large, stylized cursive signature. The bottom signature is a smaller, more compact cursive signature.

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



Two handwritten signatures in blue ink are positioned over two horizontal lines. The top signature is a cursive signature that reads "Julianne J. Dobay". The bottom signature is a cursive signature that reads "Staff Rep Arty".



**Appendix A**

**Van Driver Wage Grid\***

	2020-2021	2021-2022	2022-2023	2023-2024
<b>GWI</b>	1.95%	2.00%	2.00%	2.25%
1	\$15.98	\$16.30	\$16.63	\$17.00
2	\$16.46	\$16.79	\$17.13	\$17.52
3	\$16.92	\$17.26	\$17.61	\$18.01
4	\$17.29	\$17.64	\$17.99	\$18.39
5	\$17.99	\$18.35	\$18.72	\$19.14

\*All 2020-21 rates retroactive to July 1, 2020.