



AGREEMENT
BETWEEN THE
AVON BOARD OF EDUCATION
AND THE
NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES
LOCAL R1-270
A DIVISION OF NAGE

EFFECTIVE
JULY 1, 2018 - JUNE 30, 2021

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ARTICLE 1

PREAMBLE

WHEREAS, the Board and the Union recognize the importance of sustaining a high level of morale among the custodian and maintenance employees and maintaining harmonious relationships between the Board and the custodian and maintenance employees to provide full service to the Board of Education and the Town of Avon and to the improvement of quality of said service and assuring necessary, usual and beneficial communications between the Board and the custodial and maintenance employees.

NOW THEREFORE, in consideration of these premises and other good consideration, the Board and the Union enter into this Agreement.

ARTICLE 2

GENERAL CONDITIONS

A. This Agreement has been entered into by virtue of negotiations under Chapter 113, Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the wages and hours of employment provided herein.

B. The provisions of this Agreement shall be in force and effect unless amended in writing by the parties hereto.

C. If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of the Agreement, said Agreement provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless indicated.

ARTICLE 3

RECOGNITION

The Avon Board of Education recognizes the National Association of Municipal Employees, Local R1-270, a Division of NAGE, as the sole and exclusive bargaining agent for the purpose of collective bargaining matters of wages, hours, and other conditions of employment, for custodial and maintenance employees who work twenty (20) hours per week or more and are not in such supervisory or other position as may be excluded from coverage under Sections 7-467 to 7-477, inclusive, in accordance with subdivision (2) of Section 7-471, as established by the Connecticut State Board of Labor Relations.

ARTICLE 4

BOARD RIGHTS AND RESPONSIBILITIES

Except as specifically abridged or modified by any provision of this Agreement, the Board will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of service offered by the Board; direct its employees; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Board's operations are to be conducted; establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public; establish contracts for specific operations pursuant to Article 20; exercise control and discretion over its organization and the technology of performing its work; and, fulfill all of its legal responsibilities.

The above rights, responsibilities, and prerogatives are inherent in the Board of Education of the Town of Avon by virtue of statutory ordinance or charter provisions, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Purpose and Prerequisite

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of the contract.

The grievance procedure shall not be applicable until and unless normal administrative channels for resolving a problem through the level of the Director of Operations have been followed in good faith.

B. Procedure

1. Level One

An employee must present his/her grievance in writing, to the Director of Operations within thirty (30) days of the occurrence of the alleged violation of the contract. The Director of Operations will provide an answer within five (5) working days in order to resolve the matter informally.

Unless a grievance is presented in writing within thirty (30) days of the date the employee and/or the Union knew or should have known the cause of the grievance, it will be waived.

2. Level Two

If the aggrieved person is not reasonably satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days of application of the grievance under Level One, the grievant shall forthwith present the written grievance to the Superintendent of Schools or his/her designee. The Superintendent of Schools shall notify the aggrieved person of the decision in writing, within ten (10) days from the day the grievance was submitted.

3. Level Three

If the aggrieved person and the Union are not reasonably satisfied with the disposition of the grievance at Level Two, or if no decision is rendered within the time limits of Level Two, the aggrieved person and the Union may request a meeting within ten days of (i) the response at Level two or (ii) if no decision is rendered at Level Two, in writing, to the Board of Education, or its designated committee. Such meeting shall be held within seven (7) days after the date of the request, and shall be attended by the aggrieved person. The Board shall give written reply to the aggrieved person within five (5) days after the date of said meeting.

4. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the Board's decision, request in writing to the Union that his/her grievance be submitted to arbitration. However, only the Union may submit the grievance to arbitration.

The Chairman of the Board and the President of the Union shall, within five (5) days after such written notice, jointly select a single arbitrator. If the parties are unable to agree upon an arbitrator within five (5) days, the Union may submit the grievance to the State Board of Mediation and Arbitration, provided that within thirty (30) days after receipt of a written arbitration notice, the Board may elect that the American Arbitration Association shall immediately be called upon to select the single arbitrator, in lieu of the State Board of Mediation and Arbitration.

The arbitrator shall hear and decide only one case at a time; he shall have no power to add to, subtract from, delete or modify in any way any of the provisions of this agreement. Further, if there are questions of arbitrarily, shall be decided by courts, rather than by the arbitrator.

The arbitrator shall, render his/her decision in writing to all parties of interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties. The parties shall share equally the cost of the Arbitrator's fee, provided however, if the Board elects to use the American Arbitration Association, the Board shall pay the arbitrator's fee and filing fees in full.

C. Miscellaneous

The Board and the Local R1-270 agree that these proceedings shall be kept as normal and confidential as possible. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement, in writing, for cause shown.

It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and Administration until such grievance and any effort thereof shall have been disposed of.

Any grievance not processed in accordance with the foregoing procedures and schedules shall be deemed settled. In all cases, days as indicated in this Article are working days.

Commencing with Level Two, a written record of hearings shall be kept.

ARTICLE 6

COVERED EMPLOYEES

As noted in the recognition clause (Article 3), custodial and maintenance employees who work twenty (20) hours per week or more and are not in supervisory positions or other positions excluded from coverage by law or the terms of this agreement are members of this bargaining unit.

- B. Excluded from coverage are:
1. Temporary summer employees.
 2. Temporary employees who are employed for a short duration up to six (6) months or employees hired to cover for absent regular employees up to six (6) months.
 3. Part time employees who work less than 20 hours per week.

An excluded employee who becomes a covered employee shall have time spent as an excluded employee credited to his or her sixty (60) work day probationary period.

ARTICLE 7

WORK SCHEDULE AND WORKING HOURS

The specific hours of work for all employees covered by this contract will be established to meet the cleaning and maintenance requirements of the school district.

Basic work week for employees covered by this contract shall consist of five (5) consecutive eight (8) hour shifts with a paid twenty (20) minute lunch or dinner break,

normally Monday through Friday for forty (40) hours per week (schedule to be determined by the Director of Operations), except for those employees whose services are for educational programs and activities sponsored by the Board and which are determined by the Director of Operations to require other basic work weeks.

In the event a work week other than Monday through Friday is required, volunteers will be sought before any employee is assigned to the new work week. Changes in the work week shall be made in accordance with seniority.

Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Director of Operations. The second shift start time shall range from 12:00 noon to 3:00 p.m., Monday through Friday, as determined by the Director of Operations. Custodians who are assigned to the second shift will receive a wage differential of 5% above the normal rate for time worked on the second shift. This will include the summer months if the need arises.

The working hours of individual employees shall not be changed without two (2) weeks advance notice except for emergencies as determined by the -Director of Operations. However, the practice of changing hours of work when school is not in session is excluded from the notification provision. An employee called to work prior to his regular shift shall be expected to work his regular shift unless released by the Director of Operations.

Employees shall be paid for actual time worked: Note: Punching out early shall not be permitted without loss of pay.

All vacancies for positions in the bargaining unit shall be posted for a maximum of five (5) working days.

ARTICLE 8

OVERTIME

1. When a paid holiday, hereinafter defined, falls during the work week, it shall be included as regular hours worked in determining the existence of overtime.
2. Time and one-half of the regular hourly rate shall be paid for each hour in excess of forty (40) hours in any one week. In addition, time and one-half the employee's regular rate shall be paid for Saturday, unless Saturday is part of an employee's regular work week and time and one-half the employee's regular rate shall be paid for Sunday. Holiday work shall be paid at the rate of two (2) times the employee's regular hourly rate except for the one floating holiday which shall be paid at the employee's regular hourly rate.
3. Overtime work in connection with the rental or community use of school buildings shall be paid at a time and one-half the regular hourly rate for each hour in excess of forty (40) hours total in any one week.
 - (a) Determination of wages for community use of schools are based upon three hours, minimum.

(b) A two hour minimum notice of cancellation of an activity shall be required, and if not given, an hour charge will be applicable and paid to the employee. If the cancellation is due to an Act of God, said minimum shall not be paid to the employee.

4. Employees will be required to work overtime scheduled by the Avon Board of Education. Except for overtime arising out of an emergency, overtime for maintainers shall be distributed by rotation. Any maintainer who refuses an overtime assignment shall be placed at the bottom of the rotation, just as if he/she had accepted the assignment.

Except for overtime arising out of an emergency, overtime for custodians shall be distributed by rotation within each building. Any custodian who refuses an overtime assignment shall be placed at the bottom of the rotation, just as if he or she had accepted the assignment.

All overtime assignments arising out of an emergency shall be performed by a head custodian or a maintainer. Selection of employees for overtime assignments arising out of an emergency shall be based upon an employee's proximity to the district. Emergencies shall include, but not be limited to: alarms, vandalism, investigation of road conditions, snow removal, and the like. Such assignments shall not be considered part of the rotation.

All custodians and maintainers are required to report to work for inclement weather conditions such as snow or ice removal. The individuals called to duty shall be at the discretion of the Director of Operations. However, every effort will be made to equalize overtime within classification.

5. SNOW REMOVAL: The rate of pay to all employees assigned to snow or ice removal shall be at time and one-half the regular rate of pay for the following conditions:

(a) Outside regular shift hours.

(b) Any hours beyond two hours of an eight hour regular shift for hand shoveling.

The Board of Education will make every effort to provide mechanical snow removal equipment in lieu of hand shoveling snow. When the employee so assigned works into his regular work day, he shall be paid for straight time at his regular hourly rate for all hours worked during the normal work day. Employees shall not lose overtime pay for snow removal hours worked if their regular work shift for that day is thereafter reduced by the Director of Operations.

6. CALL BACK: When employees are called to work for reasons other than snow removal when they are normally off duty, they shall be paid a minimum of three hours at regular pay if such hours are not continuous before or after his/her regular hours.

ARTICLE 9

HOLIDAYS

The following are paid holidays for full-time employees:

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 9. Thanksgiving Day |
| 2. Martin Luther King's Birthday | 10. Day After Thanksgiving |
| 3. President's Day | 11. Christmas Day |
| 4. Good Friday | 12. Day After Christmas* |
| 5. Memorial Day | 13. One Floating Holiday |
| 6. Independence Day | |
| 7. Labor Day | |
| 8. Columbus Day | |

Employees must complete a sixty (60) working day probationary period to be eligible for holiday pay, provided that upon successful completion of such period, any holiday pay due will be paid retroactively.

In the event a paid holiday falls on a weekend or on a day when school is in session, the Director of Operations shall arrange for the day's leave to be taken at a later date so as not to interfere with the operation of the schools. In this event, and in connection with the floating holiday to be scheduled each year, each employee shall request one or more dates on which to take his/her floating holiday(s). The Director of Operations shall make all decisions regarding final scheduling of any floating holiday for any employee, in accordance with the operational needs of the school district. Notwithstanding the right of the Director of Operations to make all decisions about individual requests, each employee shall be granted the right to use his/her floating holiday(s) during the course of each school year.

Part-time employees will receive prorata holiday pay based upon their work schedule for those holidays that fall within the time they would normally be working.

An employee shall work the work day preceding and the work day following a holiday. For the purposes of this section, approved vacation days, personal leave, bereavement leave and jury duty shall be treated as if the employee "worked." If he fails to so work he shall forfeit his or her holiday pay. Exception: in the event of personal illness on the work day preceding or following a holiday period, the employee's holiday pay shall not be forfeited if said employee, as requested by the Director of Operations, furnishes a doctor's certificate of illness.

Employees will have a floating holiday to be taken as scheduled by the employee and the Director of Operations or his designee. This holiday should be scheduled so as not to interfere with the operation of the schools as determined by the Director of Operations.

ARTICLE 10

LEAVE PROVISION

Section 1 - Vacation

Beginning on the first (1st) day of employment with the Board, an employee shall accrue vacation leave at a rate of .83 days per month, until the employee has completed one (1) year of employment with the Board. Employees shall be eligible to use vacation leave only after sixty (60) working days of completed employment with the Board. Employees shall have access to vacation as noted below, subject to approval by the Director of Operations.

<u>Service</u>	<u>Vacation Allowance</u>
Completed 1 year by July 1	10 Days
Completed 5 years by July 1	15 Days
Completed 10 years by July 1	18 Days
Completed 13 years by July 1	19 Days
Completed 17 years by July 1	20 years

Vacation leave shall only be taken in full day or half-day increments.

(a) Part-time employees who work a full year and are normally scheduled to work less than a full day shall be eligible for a vacation leave on a prorata basis determined by their normal work schedule vs. full day.

(b) Vacations shall be scheduled by mutual agreement of the employee and the Director of Operations. Seniority shall prevail among employees of the same classification should scheduling conflicts arise.

(c) No more than fifty percent (50%) of custodians assigned to the same building location and no more than fifty percent (50%) of trade workers shall be on vacation at the same time.

(d) No more than five (5) vacation days may be carried over from year to year except in cases of emergencies, as determined by the Superintendent of Schools.

(e) All earned vacation pay shall be awarded to an employee in the event of termination of service with the Board of Education.

(f) For purposes of computing vacation earned, the employee's years of service as of July 1 shall be used.

(g) Vacation days will not be taken during the week before the start of school and the week before graduation.

Section 2 - Sick Leave

(a) Each employee shall be entitled to 15 days of sick leave on July 1 of each year, which shall be prorated for employees who only work part of a year.

(b) Unused sick leave may accumulate from fiscal year to fiscal year, provided the employee remains continuously in the employ of the Board and further provided that such authorized accumulation of sick leave shall not exceed one hundred and fifty (150) days.

(c) In the event of extreme hardship, the Board, with the Superintendent of School's recommendations, may grant up to thirty (30) days of additional sick leave to each employee. The decision of the Board regarding the granting of additional sick leave shall be final, and shall not be subject to the grievance procedure.

(d) In the event of absence of an employee for illness in excess of three (3) or more consecutive working days, or in the event that the Director of Operations demonstrates a reasonable suspicion of a pattern of or believes there is sick leave abuse, the Director of Operations may request the filing of a doctor's certificate confirming that illness or injury required the employee to be absent from work or the Director of Operations may require an examination by a licensed physician selected by the Board, such examination to be at the Board's expense.

(e) Sick leave shall be taken in full days or one-half days and no less than one half day.

Section 3 - Personal Leave

Where absence from service is necessary and unavoidable, and when to the extent practical notice is given in advance, each employee shall be permitted a maximum of three (3) days per year (noncumulative), with pay and without deduction from sick leave accumulation, for any of the following reasons:

(a) Religious days.

(b) Sickness in immediate family, i.e., wife, husband, child, parent, grandparent, brother, sister, uncle, aunt, niece, nephew, cousin, or a member of the immediate household.

(c) Attendance in court or for legal reasons beyond the employee's control.

(d) Personal reasons, necessitating absence from work, if preapproved by the Director of Operations.

Section 4 - Bereavement Leave

Employees will be allowed annually a total of five (5) days for bereavement leave for members of their family. One day annually may be used for the death of a friend. Additional bereavement days will be at the discretion of the Superintendent of Schools.

Section 5 - Jury Duty

Custodians called to jury duty shall be granted the difference between jury pay and their regular salary. Time lost for jury duty shall not be charged against accumulated sick leave.

Section 6 – General Provisions Regarding Leaves

Application for leave under this Article shall be made to the Director of Operations using the district's electronic system at least forty-eight (48) hours before taking such leave (except in the case of emergencies).

Personal and other leaves shall be taken in full days or one-half days and no less than one-half days pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled.

Employees are not permitted to be absent from work for any reason other than those listed in this agreement or otherwise specifically permitted by applicable Federal and State laws. For leaves of absence other than those covered by leave policies, the per diem rate of deduction shall be the actual hourly rate times the usual number of hours in the employee's work day. In addition, employees may be subject to discipline, up to and including termination, for being absent without leave.

The Board of Education may grant leaves of absence without pay for a period not to exceed three (3) months if it is in the best interest of the school system. Requests for such leave shall be made in writing to the Director of Operations and shall include a statement of the reasons for the length of leave requested and whether or not the employee wishes to have his position kept open upon termination of his leave.

Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any vacation time due to an employee at the time of taking said leave of absence without pay will be paid at that time.

Section 7- Workers' Compensation

Workers' Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or injury that occurred while the employee was engaged in the performance of his duties, and is authorized by the Workers' Compensation Commissioner.

The Board of Education provides Workers' Compensation insurance, which pays the employee a percentage of his/her salary, or average earnings during the period of disability. When the absence of a person employed under this Agreement is covered by

Workers' Compensation, said employee shall also be entitled to partial sick leave payment on a prorata basis, but combined benefits shall not exceed the employee's regular net weekly wages. No deduction of days from the accumulated sick leave of the employee receiving benefits under Workers' Compensation and partial sick leave payment shall be charged against his/her accumulated sick leave for the first thirty (30) working days. The Board will pay the difference between Workers' Compensation and the employee's regular pay during the first thirty (30) days.

After the thirty (30) working days, the deduction of days from the accumulated sick leave of the employee receiving benefits under Workers' Compensation shall be equivalent in percentage to that prior to the employee's regular salary not covered by Workers' Compensation payments through the term of coverage by Workers' Compensation.

All payments on injury leave shall be made subject to the same rules and regulations as Workers' Compensation Insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee.

ARTICLE 11

UNION ACTIVITY LEAVES

Section 1. Two (2) members, if needed, of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of negotiating the terms of agreement when such meetings take place at a time during which such members are scheduled to be on duty. It is understood by this agreement that no overtime hours are to be worked and that the employee returning to his/her job assignment after negotiating would have the obligation to make sure that his area is cleaned.

Section 2. One (1) member of the Union Grievance Committee and the grievant shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

ARTICLE 12

EMPLOYEE RIGHTS AND REPRESENTATION

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Board for any reason whatsoever, including marital status, age, sex, race, creed, color, religious belief, sexual orientation, or Union activity.

No employee shall attain seniority rights under this Agreement until he/she has been continuously employed by the Board as a full-time employee of the Board for a probationary period of sixty (60) working days. During such period, the employee shall be on probation and may be discharged by the Board at will. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of

this Agreement. Upon completion of an employee's probation period, his seniority shall date back to the date of his original employment by virtue of federal or state funding or emergency programs.

An employee with the least seniority within a job classification shall be laid off first. An employee may use seniority to bump a less senior employee only within the same job classification.

Laid-off permanent employees with the most seniority shall be rehired first and no new employees shall be hired until all laid-off employees have been given an opportunity to return to work, providing the employee recalled is qualified to fill the vacancy as determined by the Director of Operations. Laid-off employees will be retained on a recall list and maintain their seniority status for a period not to exceed one (1) year. An employee who refuses a recall shall lose all further recall rights.

Upon request, the Board shall prepare a list of employees showing their classification, date of appointment to classification, seniority in length of continuous service with the Board and date of hire.

ARTICLE 13

DUES DEDUCTION AND UNION SECURITY

Dues Deduction

(a) Upon the submission of a voluntary written authorization signed by the employee, the Board of Education agrees to deduct Union membership dues by means of payroll deductions.

(b) The Union will inform the Board of the name and title of the Union official responsible for all matters relating to dues.

(c) The Union agrees to save the Board harmless from any claim, actions, or proceedings by an employee arising from dues deductions made by the Board under the terms of this agreement.

ARTICLE 14

GENERAL PROVISIONS

(a) If any article or section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

(b) Each employee shall have the right to see and review his or her personnel file by appointment with the Superintendent of Schools or his/her designee.

(c) There shall be no alterations, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

- (d) The Board shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- (e) Seniority, according to this Agreement, shall consist of length of full-time service with the Avon Board of Education. Employees shall not accrue seniority during any leaves of absence other than sick leave, personal leave, bereavement leave, jury duty leave, or workers' compensation leave.
- (f) Job appointments or promotions shall be awarded by the Board, whenever possible, on the basis of ability to perform the work, qualifications and seniority, as determined by the Director of Operations.
- (g) Promotion from custodian to head custodian or maintainer shall require a 60 working day probationary period commencing on the date of promotion.
- (h) Seniority for part-time employees shall be based on a prorata service maintained on a separate part-time seniority list.
- (i) Personal correspondence is to be sealed or secured in such a manner that other personnel are not aware of its contents.
- (j) Qualified employees at their option may select participation in a Board approved tax sheltered annuity.
- (k) Shift changes within classification shall be made by the - Director of Operations in the best interests of the school district after due consideration for seniority.
- (l) All employees shall be paid by direct deposit on a bi-weekly basis.
- (m) No employee who has completed his/her probationary period shall be discharged, or otherwise disciplined except for just cause.
- (n) The Board shall provide space in each school near the custodian or maintainer's office in order that the Union may affix a bulletin board for the exclusive use of the Union.

ARTICLE 15

PENSION & RETIREMENT

(a) Pension

All employees covered by this Agreement who qualify after one (1) year of employment and over 22 years of age must enroll in the retirement plan for custodians and maintainers employed by the Avon Board of Education. Employees hired after July 1, 2012 shall not be members of the retirement plan. Information on the contents of the plan is available for employee review in the Business Office during normal working hours.

Benefits available, starting in the 1999-2000 school year, under this plan shall be as follows: 1.5% of final average salary for each whole year of service through 1/1/2001 plus 2.5% of final average salary for each year of service after 1/1/2001.

The employee contribution is 7% effective 7/1/1999. This contribution rate becomes mandatory to receive the increase of final average earnings after 1/1/2001.

(b) Retirement

1. At retirement, each covered employee who has more than ten (10) years of continuous employment and who is over age sixty (60) years is eligible to receive ten dollars (\$10) per day for all unused accumulated sick days up to a maximum of one hundred fifty (150) days.
2. If an employee retires with ten (10) years or more of continuous service and sixty (60) years of age or more, that person is eligible to continue health insurance coverage until age sixty five (65) years provided the employee pays the monthly premium.

(c) Employees hired on or after July 1, 2012

1. Employees hired on or after July 1, 2012 will receive, on an annual basis, a contribution to their 403(b) tax sheltered annuity plan equivalent to 4% of their base contract salary for that year.

ARTICLE 16

UNIFORMS AND SAFETY SHOES

All employees covered by this contract are required to wear uniforms and safety shoes in performance of their duty. The Board will provide full uniforms for all full-time employees.

After probationary employment the Board will provide each new full-time employee covered by this contract with: (a) custodians five (5) sets of full uniforms, two (2) summer shirts, two (2) sweatshirts, rain gear, winter boots, coat and gloves; (b) maintainers: five (5) sets of full uniforms and two (2) summer shirts, (2) sweatshirts, rain gear, winter boots, coat, gloves and cap. For each subsequent year beyond initial employment each employee, will receive three (3) additional sets of uniforms and replacement of rain and winter boots and clothing on an as needed basis. Uniforms for both custodial and maintenance employees will be issued on or about July 1 of each fiscal year with winter gear by Dec. 1, contingent upon availability from manufacturer.

A reimbursement of up to one hundred fifty dollars (\$150) is allowed towards the purchase of safety shoes. All reimbursements are made only after purchase receipts are presented to the Avon Board of Education Business Office.

ARTICLE 17

WAGES

Effective and retroactive to July 1, 2018 through June 30, 2021 the following salary scale will be in effect:

Job Classification:	Start	After Six Months	After Twelve Months
2018-19			
Licensed Maintainer	28.93	30.13	31.92
Maintainer Building & Grounds	26.46	28.12	29.26
Head Custodian	23.75	24.74	26.01
Custodian	21.60	22.75	23.81
2019-20			
Licensed Maintainer	29.81	31.04	32.86
Maintainer Building & Grounds	27.29	28.99	30.16
Head Custodian	24.22	25.23	26.53
Custodian	22.04	23.20	24.28
2020-21			
Licensed Maintainer	30.48	31.74	33.60
Maintainer Building & Grounds	27.91	29.64	30.83
Head Custodian	24.77	25.80	27.13
Custodian	22.53	23.72	24.83

Night work custodians and night work head custodians will receive a wage increase differential of five percent (5%) above their normal rate. The salary differential remains in effect except during the summer recess when there is no night work.

In addition to the differential set forth in the above paragraph, certain night work head custodians shall be paid a stipend, as follows: the night work head custodian at Avon High School shall be paid a stipend of \$1700 per year; the night work head custodian at Avon Middle School shall be paid a stipend of \$1200 per year; and the night work head custodian at Thompson Brook School, Roaring Brook School and Pine Grove School shall be paid a stipend of \$900 per year per the terms of Article 17.. These stipends shall be paid on or before December 25th of each of the three years this contract is in effect.

The provisions regarding stipends for the night work head custodians shall continue in effect until the date of the expiration of this Agreement on a trial basis. This issue shall be open for discussion during the negotiations for a successor collective bargaining agreement. There shall be no presumption that the stipends set forth in the preceding paragraph shall continue after the expiration of this Agreement.

Nothing prohibits hiring employees at any step of the wage scale.

An employee shall be advanced to the next wage step if the employee's work is judged to be satisfactory by the Director of Operations.

PERFECT ATTENDANCE

If an employee has a perfect attendance record per month, that person shall receive extra compensation of twenty dollars (\$20) for that month. This compensation is cumulative and will be paid to employees who qualify on a 6 month basis during the months of January and/or July. Further, if an employee has perfect attendance for the entire fiscal year (July 1st through June 30th), he/she will receive an additional compensation bonus of one hundred dollars (\$100).

Absences for personal leave or vacation leave will not mar otherwise perfect attendance; however, absences for sick leave, suspension and tardiness will mar perfect attendance.

ARTICLE 18

INSURANCE BENEFITS

All full-time employees, excluding part-time, temporary and seasonal employees, shall be eligible for the following insurance coverage after 60 work days of continuous employment:

A. Life Insurance

A twenty thousand dollar (\$20,000) term life insurance policy is provided at the Board of Education expense. Optional life insurance is available on a contributory basis up to the limits established by the carrier.

B. Health Insurance, Dental Plan, Drug Rider

There shall be two (2) insurance plans available, effective July 1, 2018. The Plans shall be an HSA and a POS plan.

However, the HSA (Health Savings Account) plan shall be the core insurance plan for all employees hired on or after July 1, 2016. For any employee hired on or after July 1, 2016 wishing to remain in the POS plan, the Board will contribute toward the cost of that plan an amount equal to the dollar amount contributed by the Board toward the premium of the HDHP/HSA plan for the employee's coverage level. Any employee remaining enrolled in the POS plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the POS plan.

For the time period between ratification of this agreement and June 30, 2019, the Board of Education will pay 80% of the premium for the HDHP/HSA plan for individual, individual and one dependent, and family coverage for employees hired on or after July 1, 2016. Employees will pay 20%.

For the time period between ratification of this agreement and June 30, 2019, the Board of Education will pay 80% of the premium for individual, individual and one

dependent, and family coverage in either plan for employees hired prior to July 1, 2016. Employees will pay 20%.

Effective July 1, 2019, the HDHP/HSA plan shall be the insurance plan for all employees.

Effective July 1, 2019, the Board of Education will pay 82.5% of the premium for the HDHP/HSA plan for individual, individual and one dependent, and family coverage. Employees will pay 17.5%.

Effective 1, 2020, the Board of Education will pay 82% of the premium for the HDHP/HSA plan for individual, individual and one dependent, and family coverage. Employees will pay 18%.

1. The POS shall have the following co-payment structure and prescription benefits for the 2018-19 school year:

OV co-payment	\$25
Specialists visits	\$30
ER	\$100
Outpatient surgery services	\$200
In-patient hospitalization	\$300
High-end Imaging	\$75
Prescription Coverage	3 Tier Managed Formulary*
Retail Co-payments	\$10/25/40

*The proposed 3 Tier Managed Formulary includes Full Managed Edits

2. The HSA shall have the following structure:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/20/35 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

The Board will fund fifty percent (50%) of the applicable HSA deductible for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). For the 2018-19 school year, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around August 1 and February 1. For

the 2019-20 school year, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts in the first two weeks of July. For the 2020-21 school year, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around the first two weeks of July and the first two weeks of January. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

If the Board determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

3. MetLife Dental Plan:

A MetLife Dental Plan is provided for employees and eligible dependents.

C. Other Deductions

Avon Board of Education shall make available on an optional basis at no cost to the employees covered under this contract a Section 125 Accident and Health Insurance (IRC Sections 105 and 106), and Dependent Care Assistance (IRC Section 129).

ARTICLE 19

Use of Outside Contractors

1. The Board of Education retains its right to use outside contractors for specific operations for custodial maintenance services.
2. The Board shall have the right to engage the services of an outside contractor or part-time employees to provide coverage for employees who are absent for (3) days or more regardless of the reason for the employee(s)' absence.

3. The selection of the outside contractor and part-time employees shall be in the sole discretion of the Board.
4. During any period of time that the Board engages the services of an outside contractor of custodial and maintenance services to provide coverage for employees who are absent for (3) days or more, the Board shall not impose mandatory overtime, but may offer voluntary overtime to the members of the Union for the purpose of providing coverage for employees who are absent from work for (3) days or more, regardless of the reason for the employee(s)' absence.

ARTICLE 20

Duration

The provisions of this Agreement shall be effective from July 1, 2018 and shall continue in force through June 30, 2021. The Union shall notify the Avon Board of Education of its intention to commence negotiations for a new contract per the current statutory requirements.

This Agreement made and entered into this 18th day of December, 2018 by and between the Avon Board of Education and the National Association of Municipal Employees, Local R1-270, A Division of NAGE.

AVON BOARD OF EDUCATION

By: Signature on File
Debra Chute, Chairperson

NATIONAL ASSOCIATION OF
MUNICIPAL EMPLOYEES,
LOCAL R1-270,
A DIVISION OF NAGE

By: Signature on File
Chapter President

By: Signature on File
Union Representative

Date _____