



**AGREEMENT**  
*between the*

**AVON BOARD OF EDUCATION**  
*and*  
**AFT**

*on behalf of the*  
**AVON EDUCATIONAL SUPPORT PERSONNEL**

*July 1, 2017 - June 30, 2020*

## **ARTICLE I - PREAMBLE**

Now, therefore, this Agreement is made effective as of the first day of July 1, 2017, unless a different effective date for any specific provision or section of this Agreement is specifically prescribed in that section, and this Agreement is made by and between the Avon Board of Education and AFT on behalf of the Avon Educational Support Personnel Chapter.

## **ARTICLE 2 - RECOGNITION**

The Board recognizes AFT, for the purposes of professional negotiation as the exclusive representative for all employees in the unit consisting of all employees of the Board engaged in clerical, secretarial, library media technical assistant, the Technology Inventory Purchasing Specialist and Field Services Technicians, in the public school system, excluding paraprofessionals, secretary to the Board of Education and Superintendent, secretary to the Director of Finance, payroll and benefits clerk, seasonal employees, and temporary help of the Avon Board of Education who work less than twenty (20) hours per week. The Board agrees that each member of the Union will be afforded equal opportunity and treatment.

A. The Union accepts such recognition and agrees to represent equally all employees covered by this agreement.

B. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of each Union member's work for the Avon Board of Education, provide for orderly professional negotiation between the Board and the Union, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the school program.

## **ARTICLE 3 - BOARD RIGHTS AND RESPONSIBILITIES**

The Board of Education has and will continue to retain, whether exercised or not, all of the powers specified in Conn. Gen. Stat. #10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

A. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education.

B. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes.

C. To employ, transfer, promote or demote employees for good cause, or to layoff, terminate, or otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons when

it should be in the best interest of the Board or of the schools.

D. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools provided the employees are notified in writing of such rules.

E. To establish job descriptions and job classifications and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees.

F. To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members and without reduction in Union or employees' hours.

G. The above rights, responsibilities and prerogatives are inherent in the Avon Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

#### **ARTICLE 4 - WORKING CONDITIONS**

A. The Board will simultaneously notify the Union President and post vacancy notices on the Avon Public Schools' website whenever there is a vacancy or whenever a new position or new positions are established within the bargaining unit.

All Union members who apply for a vacant position or for a newly established position will be guaranteed an interview. Appointment shall be by the Superintendent of Schools or his/her designee based on the following:

The selection of candidates will be based on training, experience, references, the interview, and typing and clerical skills. The selection shall be based on the skills needed to perform the duties of the vacant position or the primary skills needed to perform the duties of any newly created position. Written examination will be required of prospective employees according to the appropriate job descriptions.

Union members will be given preference for selection unless there is a demonstrable difference between the union members who applied and an outside candidate based upon the application of the selection criteria.

B. Employees may apply for transfers at the time of announcement of job openings. In making transfers either upward, downward or laterally, consideration will be given to required qualifications and satisfactory past performance, as well as an interview with the prospective supervisor, although the final decision will rest with the Superintendent of Schools or his/her designee. It is understood that the transfer will be subject to the applicable salary range for the new position. Vacancies within the Union that occur other than during the school year shall be announced to the Chapter president within ten (10) working days.

All other qualifications being equal, as judged by the Superintendent of Schools or his/her designee,

seniority will prevail if two (2) or more staff members apply for a given vacancy. The President of the Chapter shall be notified within five (5) days when vacancies have been filled and by whom, rate of pay and classification of new employee.

C. With written notification to the Union, new hires with other secretarial experience within the last five years may be placed above step 1 at the discretion of the Superintendent of Schools or his/her designee. No new employees shall be placed at higher than Step Three of the salary schedule.

D. Promotions to higher classified positions shall be based on the candidate's ability to meet required qualifications and satisfactory performance. A bargaining unit member that is given a promotion to a higher classification shall be placed on a wage scale step that is similar to the step he/she was on in the lower classification.

E. If schools are closed prior to regular dismissal time due to any emergency, all employees (including clerk typists, LMTAs, the Technology Inventory Purchasing Specialist and the Field Services Technicians) will be dismissed when the bus company provides the all clear notice, and shall suffer no loss of pay upon dismissal.

In the event of a delayed opening, all employees covered by this contract are expected to make every reasonable effort to be at their work station at their regularly scheduled time. In the event a delayed opening is due to inclement weather, employees shall be permitted to arrive as soon as reasonably practicable or within the 2 hour window.

The daily summer work schedule for 52 week employees during July and the first three weeks of August may be adjusted to allow a half-day on Fridays if approved by the principal and the employee's supervisor in the district office without changing the total number of hours worked during the week.

F. When an employee is assigned to a specific higher position for more than ten (10) consecutive full working days, said employee shall receive the rate of pay for the higher position for the duration of the assignment, retroactive to the starting date of the new assignment on a wage scale step that they are currently paid.

G. New employees shall be considered probationary for a period of sixty 60 school days from the date of hire. Such employees may be discharged at will during this probationary period and such discharge shall not be subject to the grievance or arbitration procedure. Once the probationary period is successfully completed, seniority shall be retroactive to the date of hire. A newly hired employee shall not become eligible for insurance benefits, personal leave or holiday pay under this agreement until the completion of the probationary period.

H. Reasonable training and/or workshop time for new equipment or software shall be provided where the staff requires it.

#### I. Work Schedule

1. A Secretary I (Group 1) must work fifty-two (52) weeks per year, 7 ½ hour day, exclusive of ½ hour unpaid lunch period.

2. A Secretary II (Group 2) contracted to work forty-one (41) weeks must work the school year (all days certified teachers are contracted to work) plus two (2) weeks before the start of the school year, two (2) weeks after the end of the school year, and five (5) days during the school year as determined by the building principal, 7 ½ hour day, exclusive of ½ hour unpaid lunch.

3. Thirty-eight (38) week employees (Group 3) must work one (1) week before the beginning of the school year and one (1) week after the end of the school year and report to work only when students are scheduled to attend school, 7 ½ hour day, exclusive of ½ hour unpaid lunch.

4. Thirty-six (36) week employees (Group 3) start each year on the first day of school and end each year on the last day of school and report to work only when students are scheduled to attend school, 7 ½ hour day, exclusive of ½ hour unpaid lunch.

J. Each bargaining unit member covered by this agreement shall receive, in writing, from the Business Office, no later than September 1 of each year, confirmation of the number of his/her vacation days, personal days, and sick days.

K. Each bargaining unit member shall have at least one (1) performance appraisal and review annually, normally done by his/her supervisor.

#### **ARTICLE 5 - OVERTIME**

A. When a paid holiday, hereinafter defined, falls during the workweek, it shall be included as regular hours worked in determining the existence of overtime.

B. Time and one-half of the regular hourly rates shall be paid for each hour worked in excess of forty (40) hours in anyone (1) week.

C. No employee covered under this contract is allowed compensatory time off.

D. No employee shall be entitled to any overtime pay for any hours beyond the scheduled working hours unless prior approval for the extra hours is given by the Superintendent of Schools or his/her designee.

#### **ARTICLE 6 - HOLIDAYS**

The following holidays shall be granted to all fifty-two (52) week employees as paid holidays:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. Presidents' Day - Third Monday in February
4. Good Friday
5. Memorial Day - Last Monday in May
6. Independence Day - July 4

7. Labor Day - First Monday in September
8. Columbus Day - Second Monday in October
9. Veteran's Day\*
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Day - December 25
13. Day after Christmas

Forty-one (41) week employees shall be granted the following paid holidays:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. Good Friday
4. Memorial Day - Last Monday in May
5. Labor Day - First Monday in September
6. Columbus Day - Second Monday in October
7. Veterans: Day\*
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day - December 25

Thirty-eight (38) and thirty-six (36) week employees shall be granted the following paid holidays:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. Good Friday
4. Memorial Day - Last Monday in May
5. Labor Day - First Monday in September
6. Columbus Day - Second Monday in October
7. Veterans' Day\*
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day - December 25

Paid holidays occurring on Saturday shall be observed on the preceding Friday, provided there is no school on said Friday. Paid holidays occurring on Sunday shall be observed the following Monday, provided there is no school on said Monday.

In the event a holiday occurs during the paid vacation of an employee or when school is in session, the employee shall be entitled to an additional day with pay. If a 38-41 week employee's work year is extended to include the 4th of July, said employee shall receive that day as a paid holiday.

When a paid holiday falls during the workweek and it is determined by the Board of Education that the holiday must be worked, then that worked holiday shall be at time and one half of the regular hourly rate or if the employee chooses the holiday may be taken at any other time during the school year as a floating holiday.

\* Veterans Day shall be granted a "Floating" holiday. Said floating holiday shall be scheduled with the approval of the building principal.

**ARTICLE 7 – VACATIONS**

A. Fifty-two (52) week employees covered by this Agreement shall be granted the following vacation:

Completed Length of Service	Earned Vacation Days Per Year
3 mos. to 1 year	.9 day per month
1 yr. to 4 yrs.	eleven (11 ) days
5 yrs to 9 yrs.	sixteen (16) days
10 yrs. to 12 yrs.	eighteen (18) days
13 yrs. to 16 yrs.	nineteen (19) days
17 yrs. or more	twenty (20) days

Forty-one (41) week employees covered by this Agreement shall be granted the following vacation:

3 mos. to 1 year	.5 day per month
1 yr. to 4 yrs.	five (5) days
5 yrs. to 9 yrs.	ten (10) days
10 yrs. to 14 yrs.	eleven (11) days
15 yrs. to 19 yrs.	twelve (12) days
20 yrs. or more	thirteen (13) days

Thirty-six (36) and thirty-eight (38) week employees covered by this Agreement shall be granted the following vacation:

3 months to 1 year	.3 day per month
1 yr. to 4 yrs.	three (3) days
5 yrs. to 9 yrs.	five (5) days
10 yrs. to 14 yrs.	seven (7) days
15 yrs. to 19 yrs.	eight (8) days
20 yrs. or more	ten (10) days

New hires will accrue vacation time prorated from their date of hire through June 30 of their 1st year of service.

When employees change job categories, vacation time will be re-calculated to the higher category and prorated.

B. All employees who are eligible for paid vacations and whose service is terminated before July 1 shall be eligible for pro-rated vacation based on the schedules above. When an employee terminates his/her employment with the Board of Education and has unused vacation time for that year, he/she shall

receive his/her accrued vacation pay upon termination.

C. Vacation period shall be scheduled so as to meet the operational efficiency of the school system.  
New Hires: A new hire who has previously arranged for scheduled time off will be required to use any accrued leave and take the remaining leave as unpaid leave.

D. Vacation days for forty-one (41) week, thirty-eight (38), and thirty-six (36) week employees shall be taken either when school is, or is not, in session. Such vacation leave shall be subject to the approval of the administrative supervisor.

E. Unused vacation days (not to exceed five [5]) may be carried over to the following year and are non-accumulative beyond the five [5].

F. A 52-week employee may take up to five (5) days of unpaid vacation when school is closed to students if accrued time is unavailable with the approval of the immediate supervisor and notice to the Superintendent of Schools or his/her designee based on the workload volume at the time of the request.

### **ARTICLE 8 - LEAVE PROVISIONS**

A. SICK LEAVE - All employees covered by this agreement shall be entitled to sick leave and leave of absence in accordance with the plan as described. Employees covered under this contract are allowed to use sick time for medical appointments/tests for a pre-existing condition that cannot be scheduled during non-working hours.

Each fifty-two (52) week employee shall be entitled to an annual sick leave of fifteen (15) days per year at full pay. Each employee who works forty-one (41) weeks per year shall be entitled to an annual sick leave of twelve (12) days per year at full pay; each thirty-eight (38) week employee shall be entitled to an annual sick leave of eleven (11) days per year at full pay; and each thirty-six (36) week employee shall be entitled to an annual sick leave of ten (10) days per year at full pay. Up to three such days may be used for medical diagnosis, care or treatment of their child or spouse's mental or physical illness, injury or health condition subject to the prior approval of the Superintendent of Schools or his/her designee.

Unused sick leave for employees may accumulate from year to year, provided the employee remains continuously in the service of the Avon School System, and further provided that such authorized accumulation of sick leave shall not exceed one hundred eighty (180) days.

In cases of extreme hardship, the Superintendent of Schools or his/her designee's may grant up to thirty (30) days of additional leave to each employee.

In the event of absence of an employee for illness in excess of three (3) consecutive working days or if abuse of sick leave is suspected, the Superintendent of Schools or his/her designee may request the filing of a doctor's certificate or require an examination by an independent physician selected by the Board, such examination to be at the Board's expense.

First year employees who resign prior to the end of the year will have deducted from their salary unearned but used sick leave except if the resignation is for medical reasons as evidenced by a doctor's certificate. First year employees will earn sick leave at the rate commensurate with their employment.

B. JURY DUTY - Any employee required to appear for jury duty shall be granted a leave of absence for the duration of said duty with 48 hours notice and shall be paid the difference between earned salary and the amount received for jury duty.

C. PERSONAL LEAVE - Where absence from service is necessary and unavoidable, and where to the extent practical 48 hours notice is given in advance, each employee shall be permitted a maximum of three (3) days a year, non-accumulative with pay and without deduction from sick leave accumulation with the approval of the immediate supervisor and notice to the Superintendent.

Personal leave shall not normally be granted immediately prior to or following a school holiday or vacation.

D. PERFECT ATTENDANCE - If an employee has a perfect attendance record per month, that person shall receive extra compensation of thirty dollars (\$30) for that month. This compensation is cumulative and will be paid to employees during the month of July. Further, if an employee has perfect attendance for the entire fiscal year, he/she will receive an additional compensation bonus of one-hundred and fifty dollars (\$150). Absences for personal leave, vacation leave or earned leave will not mar otherwise perfect attendance. Absences for sickness, suspension, and tardiness will mar perfect attendance.

E. PREGNANCY LEAVE - An employee who becomes pregnant, has a miscarriage, gives birth to a child, or has any conditions related thereto may take a leave of absence with pay to the extent of accrued sick leave for the duration of actual physical disability, ordinarily not to exceed six (6) weeks. In certain circumstances, medical complications may require a leave of longer duration. Upon the exhaustion of accrued sick leave, such employee may take the balance of the leave for the reasonable duration of disability without pay.

F. FAMILY OR MEDICAL LEAVE – Qualified employees shall be eligible for unpaid family or medical leave pursuant to Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Section 1601, et seq., as it may be amended from time. Family/Medical Leave shall run concurrently with paid leave.

Upon return from such leave, the employee shall return to his/her former position or an equivalent position. Taking such leave shall not result in the loss of any seniority or employee benefits accruing during the period of leave. The Board shall require a health certificate from the health care provider from those taking medical leave, stating that the employee is able to resume his/her duties.

Application for leave in the provisions B, C & D above shall be made to the Superintendent of Schools or his/her designee at least forty-eight (48) hours before taking such leave (except in the case of emergencies). Application for leave in the provisions E & F above shall be made at least four (4) months prior to taking such leave, when possible.

G. OTHER LEAVES - Absence may be allowed for visiting days, attendance at conventions, educational conferences and/or other forms of professional improvement, without pay deduction, if

approval is granted by the Superintendent of Schools or his/her designee.

Personal and other leaves taken pursuant to the above provisions (with the exception of F - pregnancy leave) shall be in addition to any sick leave to which the employee is entitled. In the event of absence in excess of allowance for disability, salary deductions shall be made on the basis of hourly rate of the individual concerned.

A designated member of the grievance committee and the grievant shall be granted time off from duty for all meetings between the Board, or representatives thereof, and the Union, for the purposes of processing grievances or prohibited practices to their respective final stages, and said employees shall receive full pay.

H. WORKERS' COMPENSATION - Whenever an employee covered by this Agreement is entitled to receive Workers' Compensation benefits, full salary, less the amount of weekly compensation, shall be paid. The entitlement under this provision shall not exceed forty-five (45) days and such absence shall not be charged to that person's accumulated sick leave.

I. 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 or his/her designee.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **A. PURPOSE:**

1. The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

### **2. Definitions:**

(a) A "grievance" for the purposes of this procedure shall be a claim that there has been a misinterpretation, misapplication or breach of a specific and explicit provision of this agreement.

(b) For the purpose of this Article, the term "days" during the school year shall mean school days, and during summer vacation shall mean business days.

### **B. PROCEDURE:**

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. If an employee does not file a grievance in writing within twenty (20) days after he/she knew or reasonably should have known of the act or condition giving rise to the grievance, the grievance shall be considered to have been waived.

3. Failure by the employee at any level to appeal the grievance response to the next step shall be considered acceptance of the decision rendered at the last level, and such decision shall thereafter be binding upon the employee and the Union. Failure by the administration to respond to a grievance within the specified time shall be deemed denial, and the employee may thereafter proceed to the next step.

#### C. STEPS:

1. Level One - Principal or Immediate Supervisor: A member of the Union with a grievance or dispute shall discuss the grievance informally with the immediate supervisor. If that does not resolve the matter within five (5) school days, the employee shall present the grievance in writing to his/her immediate supervisor or principal either directly or through the Chapter president/Union with the object of resolving the matter informally within ten (10) school days after receipt of the written grievance. Level one of the grievance procedure may be eliminated if the decision leading to the grievance was made at a supervisory level above the principal or the immediate supervisor.

2. Level Two - Superintendent of Schools or his/her designee: In the event that such aggrieved member is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, the Union may file a written grievance with the Superintendent of Schools or his/her designee. Within ten (10) school days after receipt of the written grievance the Superintendent of Schools or his/her designee shall meet with the aggrieved member in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union.

3. Level Three - Board of Education: In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within ten (10) school days after submitting the grievance to the Superintendent of Schools or his/her designee, the Union may file a written grievance with the Board of Education or designated subcommittee. Within twenty (20) school days after receiving the written grievance the subcommittee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. The aggrieved person must be accompanied by the Chapter President or representative of the Union at this level.

If the Union is unsatisfied with the disposition of the Board of education, it shall within the next succeeding fifteen (15) days submit a request for arbitration to the American Arbitration Association. The arbitrator selected shall conduct a hearing as soon as possible. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.

The arbitrator shall hear and decide only the grievance in each case and shall be bound by the provisions of this agreement with no power to add to, modify, or amend any of the terms of this agreement.

Costs assessed by the Arbitrator shall be borne equally by the Union and the Board.

#### D. OTHER PROVISIONS

1. The Board and the Union agree that these proceedings shall be kept as informal and confidential as possible.
2. It is understood that the aggrieved person or persons shall, during and notwithstanding any pending grievance, continue to observe all assignments and applicable rules and regulations of the Board and Administration until such grievance and any effect hereof shall have been disposed of.
3. Meetings held under this procedure shall be held at a time and place which will afford a fair and reasonable opportunity for all proper persons to be present. Persons proper to be present for the purposes of this article are defined as the aggrieved person, his/her representative, and witnesses. Witnesses shall be released with no loss of pay for the purpose of attending grievance hearings or grievance meetings led by the school district administration or the Board requires them to testify during work hours. Witnesses shall be released only for the time required to testify and shall work the remainder of the day.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. A designated member of the grievance committee and the grievant shall be granted time off from duty for all meetings between the Board, or representatives thereof, and the Union, for the purposes of processing grievances or prohibited practices to their respective final stages, and said employees shall receive full pay.

#### ARTICLE 10 - GENERAL

- A. All new employees covered by this contract may be required to submit written evidence of a physical examination after acceptance of the position and prior to the first day of employment. The examination must have been given within the last six (6) months before employment.
- B. Employees covered by this contract shall not issue medicine to any school child. The care of an ill or injured child shall be limited to the notification of competent medical assistance.
- C. It is not an accepted practice for Union members to supervise students during the school day, except under unusual circumstances.
- D. The Union may call meetings on school property before or after the work day or when the school is not in session providing such meetings do not conflict with other scheduled Town or Board activities or programs and they are booked in advance through the School Business Office.
- E. Payroll Deductions - Reimbursements

1. Provisions may be made for other optional payroll deductions regarding income protection.
3. Tuition reimbursement for courses taken to improve performance shall require prior approval by the Superintendent to be eligible for such reimbursement.

### **ARTICLE 11 - LAYOFFS AND RECALL**

A. In the event that layoffs become necessary, the employee with the least seniority in the classification shall be laid off first. When employees are to be recalled, the first to be recalled shall be based on seniority. Employees who are chosen for lay-off shall have bumping rights as follows:

Any secretary in Group 1 shall be able to bump the least senior secretary in Group 2 so long as the secretary chosen for layoff has more seniority than the Group 2 secretary. The displaced Group 2 secretary shall then have a right to bump the least senior clerk typist or attendance clerk in Group 3 so long as the displaced Group 2 employee has more seniority than the least senior clerk typist or attendance clerk.

If a secretary in Group 2 is chosen for a layoff, said employee shall first have the right to bump the least senior Group 1 secretary provided the chosen employee has worked in the past as a Group 1 secretary and has more seniority than said employee. If not, the Group 2 Secretary shall have the right to bump the least senior clerk typist or attendance clerk in Group 3 so long as the chosen employee has more seniority than said least senior employee.

The right to bump may be denied if the employee entitled to bump is not qualified to fill the position he or she would otherwise be entitled. However, an employee will be deemed qualified to fill if that employee is able to perform the basic duties of the job within a reasonable period of time.

B. Laid-off employees covered by this contract shall have recall rights for a period of one (1) complete year from the date of lay-off. Recall notices shall be sent to an employee by certified mail, return receipt requested and the employee must respond within fourteen (14) working days from the date of receipt. Work days for the purpose of this article shall mean Monday through Friday, excluding holidays listed under Article 6 of this Agreement. Any employee who refuses recall shall lose all further recall rights.

C. Seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire. Seniority shall be bridged during any break in service lasting one full calendar year (365 days) or less.

D. At the time of layoff, the employee shall be paid for accumulated vacation time which is due but has not been taken.

E. Seniority shall accrue during any period of layoff during which a person has recall rights.

## **ARTICLE 12 – DISCIPLINE and TERMINATION OF EMPLOYMENT**

A. No employee shall be disciplined without just cause, and progressive discipline shall normally be applied. The reason(s) for suspension or discharge must be in writing and provided at the time of suspension or discharge.

Disciplinary action shall normally follow this order:

- a. verbal warning
- b. written warning
- c. suspension without pay
- d. discharge

Employees may request Union representation at any step and may challenge the suspension or dismissal through the grievance procedure.

B. Any bargaining unit member who voluntarily leaves the employment of the Board shall give the Board two (2) weeks notice whenever possible.

C. If the Board intends to dismiss an employee other than for job-related misconduct, a two (2) week notice of termination or pay in lieu thereof shall be given to said employee.

## **ARTICLE 13 - NO STRIKE/NO LOCKOUT**

The Union and all employees included in this agreement shall not hinder the Board's operation by strike, work stoppage, work slowdown, or any other concerted efforts by employees to hamper the operations of the Board of Education. The Union agrees that it will not authorize or condone any such attempt, and employees who engage in such attempts may be subject to discipline. The Board shall not pursue a lockout tactic in any part of its operation.

## **ARTICLE 14 - SAVINGS CLAUSE**

In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective. Upon a determination of invalidity, either party shall have the right to initiate negotiation upon that Article, Section, or portion.

## **ARTICLE 15 – WAGES**

A. Wages shall be paid in accordance with Appendix A.

B. All employees covered by this contract, upon successful completion of their evaluation, shall advance

to the next higher numbered step, except those on maximum, who remain at maximum.

C. Current hourly wage placement on the salary schedule do not relate to years of experience. Level placement will be made by the Superintendent of Schools or his / her designee in accordance with Article 4.

D. In the event that a new classification is established, the salary range for this category shall be mutually agreed upon.

### **ARTICLE 16 - HEALTH INSURANCE, LIFE INSURANCE AND PENSION**

Employees with sixty (60) school days of service in the Avon Public Schools who work 30 or more hours per week shall receive life insurance coverage at the Board's expense with the right to purchase more coverage at the group rate.

All employees covered by this agreement shall be eligible for the following insurance and pension coverage on the first day of the month following the completion of the probationary period:

#### **A. Life Insurance**

A twenty thousand dollar (\$20,000) term life insurance plan is provided to all employees covered by this agreement at the Board of Education's expense. Optional life insurance is available on a contributory basis up to the limits established by the carrier at the time of employment and during open enrollment period.

#### **B. Health Insurance:**

Employees with sixty (60) school days of service in the Avon Public Schools who work 30 or more hours per week shall be eligible for participation in the plan offered to employees of the Avon Board of Education.

Eligible employees and dependents shall be able to enroll in the health plan described below. Selection of individual, employee + 1, or family, will be made at the time of enrollment and will remain in effect until the next open enrollment period.

For the 2017-18 school year, the POS shall have the following copayment structure and prescription benefits:

CIGNA HealthCare (Open Access Plus) - This plan provides a cost-sharing provision for services rendered by a participating provider for employees and eligible dependents, including dependent children up to age 26, with the following co-pay schedule:

- \$0 per hospital admission
- \$25 per visit emergency room
- \$0 per visit outpatient surgery facility
- \$10 per visit Home Health Care

\$0 per visit Preventative Health Care (Wellness) with unlimited maximum

Prescription drugs: \$0 mail order (100 day supply), \$5 generic, \$10 preferred brand, \$25 non-preferred brand. No annual maximum for prescription drugs

Cost sharing provisions for services outside the participating provider network are \$200 individual deductible and \$500 family maximum deductible per calendar year with 20% coinsurance after deductible. The calendar year out-of-pocket maximum for out-of-network coverage will be \$1,000 per individual and \$2,500 per family. The lifetime maximum out-of-network coverage is \$1,000,000.

Effective July 1, 2018, there shall be 2 insurance plans available to eligible employees and their dependents. The Plans shall be a High Deductible Health Plan with HSA ("HDHP/HSA") and a Point of Service ("POS") plan.

Effective July 1, 2018, the HSA (Health Savings Account) plan shall be the core insurance plan. For any employee 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 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.

Effective July 1, 2018, the POS shall have the following co-payment structure and prescription benefits:

<i>In-network Services:</i>	Y1/Y2/Y3
OV co-payment	\$30/\$35/\$40
Specialists visits	\$35/\$40/\$45
ER	\$150
Outpatient surgery services	\$350/450/500
In-patient hospitalization	\$400/500/600
High-end Imaging	\$75
<i>Out-of-network services:</i>	
Deductible	\$800/2000
Cost Share maximums	\$2800/4200
Prescription Coverage	3 Tier Managed Formulary (includes full managed edits)
Retail Co-payments	\$10/30/45

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 to the HSA deductible will be deposited in July. For the 2019-20 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 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.

**Health Reimbursement Account:** A Health Reimbursement Account ("HRA") shall be made available for any active employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employee's participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

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.

For the 2017-18 school year, the Health insurance premium for the POS shall be 82% by the Board and 18 % by the employee).

Effective July 1, 2018, health insurance premium for the HDHP/HSA shall be paid as follows:

- |         |  |
|---------|--|
| 2018-19 | 83% by the Board and 17% by the employee per category (individual, Employee +1, family coverage)     |
| 2019-20 | 82.5% by the Board and 17.5% by the employee per category (individual, Employee +1, family coverage) |

Effective July 1, 2018, the HSA (Health Savings Account) plan shall be the core insurance plan. For any employee 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 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.

The Avon Board of Education will provide domestic partner coverage for health insurance benefits and other related areas. A domestic partner is defined as a same or opposite gender unmarried partner who shares an exclusive mutual commitment to each other. Both partners agree to be responsible to each other's common welfare, living expenses and financial obligations, including the care of each other's minor dependents. The individual must be at least 18 years of age and be each other's sole domestic partner and intend to remain so indefinitely. Neither party is not married to another person nor is neither related to the other by adoption or blood to a degree or closeness that would bar marriage in the State of Connecticut. The parties must be residing together for at least twelve (12) consecutive months.

All employees are eligible for continuation of health insurance after retirement after 15 years of full-time service in the Avon Public Schools. These employees may continue to participate in the health benefit plan for a period of two years following retirement, sharing the cost with the Board in the same ratio as active employees as long as their coverage is uninterrupted.

Retired employees with (12) years of service and age fifty-five or older may purchase health insurance coverage which they hold at retirement at their own expense under the group rate as long as their group coverage is uninterrupted.

### C. Dental Insurance

Employees with 60 school days of service in the Avon Public Schools who work 30 or more hours per week shall be eligible for participation in the plan offered to employees of the Avon Board of Education.

Individual and dependent coverage is provided under the Metropolitan Life Insurance Company Dental

plan. Employees covered by this agreement shall pay:

2017-18	18% of the premium costs
2018-19	17% of the premium costs
2019-20	17.5% of the premium costs

Complete details of all insurance plans will be available in the Business Office and may be examined during regular office hours. The terms and conditions of these insurance plans determine benefits for eligible employees. This agreement will not alter these plans or grant additional benefits not provided within them.

All eligible employees must notify the Business Office of the Avon Public Schools of all changes that would affect their membership status.

Employees who work part-time (30 hours or more) are eligible for insurance coverage in paragraphs A, B, and C above with the Board paying a prorated share based on the percent of time worked. (Example: for half-time employees, the Board of Education pays one-half of the share paid for the full-time employee.)

The effective date of all insurance programs is determined by the insurance carriers and will be the earliest date the insurance carrier will allow.

#### D. Pension Plan

Employees will be provided with a Town of Avon Pension Plan and Social Security benefits. Membership in the pension plan shall be available to all employees between the ages of 22 and 65. The eligibility requirements and conditions of the pension plan are defined in the Town of Avon Retirement Plan in force for the current year. The Retirement Plan will remain unchanged for those employees enrolled on or before June 30, 2014.

Benefits are not limited to a maximum amount. See Retirement Plan for Board of Education of Town of Avon.

Employees hired on or after July 1, 2014 will not be eligible to participate in the Retirement Plan. Annually such employees will receive a contribution representing 4% of their annual salary to a tax sheltered annuity chosen from Avon Public School's list of approved providers.

#### E. Other

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

2. The Board reserves the right to change the medical or life insurance carrier(s) noted in this

article, so long as the benefits to the employee(s) are at least equivalent to those currently in effect.

3. The Board shall provide the Union and the employees with the proposed changes at least sixty (60) days in advance of implementation of any changes.

#### F. Sick Leave Buy-Back

At retirement, an employee who has more than ten (10) years of continuous employment and who is over the age sixty (60) years is eligible to receive ten (10) dollars per day for all unused accumulated sick days to a maximum of one-hundred and fifty (150) days.

### **ARTICLE 17 - EMPLOYEE/EMPLOYER RIGHTS**

Nothing in this Agreement shall be construed as abridging any individual right of the employee or the employer unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

### **ARTICLE 18 - DUES DEDUCTION/AGENCY FEE CLAUSE**

A. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

B. Union dues shall be deducted by the employer from the paycheck of each employee who signs and remits to the employer, an authorization/membership form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

C. Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union, or an employee whose Union membership is terminated for any reason, or any employee, who resigns from Union membership, shall be required to pay an agency service fee under Section 4.

D. The employer shall deduct the agency service fee as authorized by the Union from the paycheck of each employee who is required to pay such fee as a condition of continued employment each month. Objections to this section by any non-union employee may be made in writing to the AFT executive board for review.

E. The amount of dues or agency service fee deducted under this article, together with a list of employees and the amount of dues or fees deducted for said employee, shall be remitted to AFT, on a monthly basis.

F. The Union shall indemnify the employer for any liability or damages incurred by the employer's compliance with this article.

ARTICLE 19 - DURATION

The provisions of this Agreement shall be effective from July 1, 2017 and shall continue in force through June 30, 2020. The Union shall notify the Avon Board of Education of its intention to commence negotiations for a new contract per the current statutory requirements.

  
\_\_\_\_\_  
AVON BOARD OF EDUCATION  
Houston Putnam Lowry, Board Chair

\_\_\_\_\_  
AFT

\_\_\_\_\_  
Peggy Alexander, Chapter Co-President

Date Signed 11/21/2017

Appendix A: Wages

2017-18			
Step	Group 1	Group 2	Group 3
1	21.65	20.04	18.10
2	22.43	20.49	18.69
3	23.17	21.57	19.47
4	24.43	22.54	20.31
5	25.56	23.55	21.45
6	27.16	24.60	22.56
7	27.84	25.22	23.12

2018-19			
Step	Group 1	Group 2	Group 3
1	21.92	20.29	18.33
2	22.71	20.75	18.92
3	23.46	21.84	19.71
4	24.74	22.82	20.56
5	25.88	23.84	21.72
6	27.50	24.91	22.84
7	28.19	25.54	23.41

2019-20			
Step	Group 1	Group 2	Group 3
1	22.16	20.51	18.53
2	22.96	20.98	19.13
3	23.72	22.08	19.93
4	25.01	23.07	20.79
5	26.16	24.10	21.96
6	27.80	25.18	23.09
7	28.50	25.82	23.67

Group 1 includes: 12 month Secretaries; Secretary to the Director of Pupil Services; the Pupil Services Office Secretary; the High School Guidance Office; the Technology Inventory Purchasing Specialist; Purchasing Secretary; Accounts Payable Clerk; Field Services Technician.

Group 2 includes: Office Secretaries

Group 3 includes: Library Media Technical Assistant (LMTA); Clerk Typists, and Attendance Clerk.