

COLLECTIVE BARGAINING AGREEMENT

FRANKLIN BOARD OF EDUCATION

and

**MUNICIPAL EMPLOYEES UNION INDEPENDENT, INC.
SEIU, LOCAL 506, AFL-CIO, CLC**

**FOR THE PERIOD
JULY 1, 2014 2018 JUNE 30, 2018 2021**

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PREAMBLE

This agreement is entered into by and between the Franklin Board of Education, hereinafter referred to as the "Board" and the Local 506 SEIU of Municipal Employees Union Independent, AFL-CIO, CLC, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all employees of the Franklin Board of Education in the classification of (1) cafeteria working foremen; (2) cafeteria employee; (3) paraprofessional; (4) custodian (full time); (5) custodian (part time); (6) health room aide; (7) library aide; and (8) maintenance working foreman (hereinafter referred to as "employees") excluding the secretary to the Superintendent of Schools/Board of Education and the manager accountant/secretary to the Superintendent of Schools and others excluded by the Municipal Employees Relations Act.

Section 1.1

The Board agrees to inform the Union about the creation of new jobs that might be appropriately classed in the bargaining unit.

Section 1.2

The term "full time" when used throughout this Agreement shall mean bargaining unit employees who are regularly scheduled to work 1,300 or more hours per year.

ARTICLE 2
UNION SECURITY

Section 2.0

During the term of this contract or extension thereof, all bargaining unit employees shall, from the effective date of this contract or within seven (7) days from the date of their employment by the Board, whichever comes first, as a condition of employment, either become members of the Union in good standing, or in lieu of Union membership, pay to the Union a service fee. The amount of the service fee shall not exceed the proportional cost of collective bargaining, grievance adjustment and contract administration.

Section 2.1

Upon receipt of a signed authorization from the employee involved, the Board agrees to deduct from the pay of bargaining unit employees such membership dues or service fees as may be fixed by the Union in the next full pay period. Such deductions shall continue for the duration of this Agreement or any extension thereof. The Board of Education agrees to voluntary payroll

deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

Section 2.2

The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the Union shall furnish the Board with a statement by the employee authorizing the Board to make dues deduction(s).

Section 2.3

The deduction of membership dues and/or service fees shall be made on a biweekly basis and shall be remitted to the Union not later than the third Thursday of the month following the deductions. These remittances shall be accompanied by a copy of the list supplied by the Union showing the names of employees from whose wages such deductions should be made, with names crossed out on any employee from whom deductions were not made, and sent to the Financial Officer designated by the Union on such list.

Section 2.4

The Board agrees to provide space on a bulletin board within the building for the use of the Union. The bulletin board space shall be for posting of information on notices only and shall not be used for derogatory purposes. Statements to be posted must be approved by the Superintendent or his/her designee in advance.

Section 2.5

Union representatives and stewards shall be permitted to enter the school with the approval of the Superintendent/Principal for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent. Any steward shall be released from his/her work assignment to fulfill the duties above upon permission from his/her supervisor. In no case, however, shall the Union visit classrooms while student instruction is taking place. When contacting an employee, the Union representative or steward shall first report to and obtain permission to see the employee from the employee's supervisor.

Section 2.6

The Board will provide the Union office with three (3) signed contracts after the signing of this Agreement.

Section 2.7

The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages and suits that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

Section 2.8

The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of this Agreement or upon hire.

ARTICLE 3
NON-DISCRIMINATION

Section 3.0

The board shall engage in no discrimination prohibited by law. The provisions of this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 4
HOURS OF WORK AND OVERTIME

Section 4.0

The normal schedule of hours of work shall be as follows:

<u>Position</u>	<u>Hours Per Day</u>	<u>Weeks Per Year</u>	<u>Hours Per Year</u>
Cafeteria Working Foreman	6.5	39	1,267.5
Cafeteria Employee	4 - 5.5	37	740 - 1,017
Paraprofessional	3 - 6.25	37	555 - 1203
Custodian (Full-time)	8	40 - 52	1,600 - 2,080
Custodian (Part-time)	4	52	800

Prior permission must be granted by the Superintendent or his/her designee to work any additional hours.

Section 4.1

Employees working more than four (4) consecutive hours per day shall be allowed one-half (1/2) hour unpaid lunch.

Section 4.2

Employees shall be notified of changes in starting and ending times or changes in the work day at least one (1) week in advance. No Franklin Board of Education Paraprofessional shall be required to work with students enrolled in a non-Franklin sponsored program. The Union will be notified of all schedule changes and the reasons therefore. If a reduction in hours is necessary, employees shall be affected in accordance with Article 8.

Section 4.3

When a paid holiday, vacation day, sick leave or personal leave day falls during the work week, it shall not be included as hours of work in determining overtime.

Section 4.4

Time and one-half shall be paid for all work performed in excess of eight (8) hours per day or forty (40) hours per week. Double time shall be paid for all hours worked on Sunday and holidays.

Section 4.5

All overtime must be specifically approved in advance, in writing, by the Superintendent-Principal or his/her designee. In cases of emergency, overtime must be approved in advance by the Superintendent-Principal or his/her designee, however, such approval may be verbal, to be followed with written approval as soon as practicable.

Section 4.6

Paraprofessionals/cafeteria workers shall be informed by the last day of school of a year as to their tentative job assignments for the following year. Confirmation of changes in such assignments, if any, will normally be provided by the Superintendent-Principal or his/her designee by August 1.

Section 4.7

New hires will be provided with a salary notification job form including title and assignment within two (2) weeks of hire; along with a copy of this Agreement.

Section 4.8

In the event of an unscheduled late opening or early closing of school, employees shall be expected to work only while school is in session and shall be paid for their regularly scheduled hours. Unless they have received permission to leave from the Superintendent or his/her designee, custodians will be paid only for time worked unless the Superintendent or his/her designee orders them home.

Section 4.9

The Union Representative and the Union Steward shall be notified in writing of all new bargaining unit employees within seven (7) working days of hire. Notification shall include the new employee's hourly rate, job title and school assignment. For purposes of this Article, working days shall mean days that the Central Office is open for business.

Section 4.10

Whenever an employee is called in while off duty, the employee shall be paid for a minimum of two (2) hours, regardless of the time actually worked.

ARTICLE 5
PRIOR RIGHTS AND BENEFITS

Section 5.0

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

ARTICLE 6
SENIORITY

Section 6.0

Seniority shall be defined as an employee's uninterrupted full-time service in a bargaining unit position with the Board from date of last hire, including all authorized paid leave, providing, however, an employee's seniority shall not be considered broken while on Board authorized unpaid leave. Permanent part-time employment shall be pro-rated for seniority purposes. Seniority shall be considered broken by resignation, discharge, layoff beyond the recall period, or failure to accept or timely respond to an offer of recall.

Section 6.1

The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service and mail same to the Union office by October 1 of each year. New employees shall be added to the list after completion of the probationary period and the Board shall mail the updated list to the Union office after a new employee completes his/her probationary period.

Section 6.2

All new employees shall serve a probationary period of ninety (90) work days shall not have seniority rights or any other rights under this Agreement during the probationary period. Until expiration of the probationary period, new employees may be terminated by the Board in its sole discretion for any reason whatsoever and neither the employee, not the Union on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. If requested, however, an employee who does not successfully complete his/her probationary period shall be entitled to an exit conference with the Superintendent or his/her designee to discuss reasons for such failure. All employees who successfully complete the ninety (90) work day probationary period shall have their seniority backdated to the time they commenced work. The Superintendent may extend the probationary period for up to an additional thirty (30) work days if deemed necessary in his/her sole discretion. Said extension shall be issued in writing, with reasons for the probationary extension given, to the Union and the applicable employee.

Section 6.3

Seniority will not be broken by any authorized unpaid leave, but seniority will not accrue during an unpaid leave. Seniority will continue to accrue while an employee is on paid leave or receiving Worker's Compensation benefits. Seniority shall not be broken and shall accrue during a period of layoff provided the employee returns to work within the recall period.

**ARTICLE 7
VACANCY**

Section 7.0

Job vacancy is defined as an opening created by death, retirement, resignation, or dismissal of an existing employee, or the creation of a new position, in the classification categories listed in the salary schedule which the Board, in its discretion, decides to fill.

Section 7.1

All job vacancies as defined in Section 1 above, shall be posted for a period of five (5) working days and the Union President shall be provided with a copy of each such posting.

Section 7.2

Employees desiring to apply for transfer to the posted vacancy shall file an application in writing within the posted time limit.

Section 7.3

In filling vacancies, consideration shall be given to the qualifications of the applicants. Qualified current employees who apply and have qualifications equal or greater than any outside candidates shall be given priority for any job vacancy. In the event that two equally qualified current employees are the most qualified applicants for a job vacancy, the most senior employee shall be given preference.

**ARTICLE 8
LAYOFF, RECALL, REDUCTION OF HOURS**

Section 8.0

In the event a layoff becomes necessary, the least senior qualified employee in a job classification shall be laid off first.

Budget cuts which may affect the bargaining unit shall be discussed with the Union and both the employees involved and the Union shall be notified four (4) weeks prior to the layoff.

Prior to any reduction in workforce or reduction in hours, the Superintendent of Schools or his/her designee shall notify and meet with the Union to discuss the possible alternative

proposals (1) to avoid the reduction and (2) to mitigate the impact on the employee(s). This discussion will not extend the four (4) week notice period specified above.

Section 8.1

A laid off individual's name shall be placed on a recall list for a period of twelve (12) months subject to recall in order of seniority (from highest to lowest). The laid off individual shall have the right to be recalled to the classification which he/she was laid off if a position should become vacant. The choice of employees to be rehired shall be based upon seniority, provided the employee can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available.

Section 8.2

No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in that classification, who can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available, have been notified by certified mail sent to the individual's last known address and such individual either is offered employment or refuses such reemployment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address.

Section 8.3

An individual who refuses an offer to reemployment shall forfeit recall rights. Failure to respond to a notice of an opening within the (10) calendar days after the mailing thereof shall be deemed to be a refusal to accept reemployment.

Returning individuals must return to work within ten (10) calendar days from the date of acceptance of the position. The failure to return to work within this twenty (20) calendar day period shall be deemed a refusal to accept employment.

Section 8.4

Transfer of personnel between work shifts may be initiated by the Superintendent of Schools or his/her designee. In making personnel transfers the needs and interests of affected parties will be given consideration, but the overall welfare of the school system will be considered as paramount. Transfer shall be offered first to those who have had a transfer request on file for at least thirty (30) working days prior to making voluntary transfers. The Union shall be notified in writing two (2) weeks prior to any transfer. For purposes of this Article, working days shall mean days that the Central Office is open for business.

Section 8.5

Employees on a recall list shall be given first opportunity for available substitute work, at the substitute rate, providing the individual is qualified.

ARTICLE 9
PERSONNEL RECORDS

Section 9.0

An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the said employee.

Section 9.1

No new material derogatory to an employee hereunder shall be placed in his/her personnel file unless he/she has been provided notice. Delivery of a copy to an employee marked "cc personnel file" shall be adequate notice. An employee may avail himself/herself of the opportunity to explain or rebut materials submitted in his/her file.

Section 9.2

An employee retains the right to grieve any material in his/her personnel file.

Section 9.3

Employee personnel files shall be kept in a cabinet which shall remain locked unless being accessed by authorized personnel. Authorized personnel shall include the Superintendent, Principal and or his/her designee.

ARTICLE 10
LEAVE PROVISIONS

Section 10.0

Full-time, part-time and school year employees who are regularly scheduled for twenty (20) hours or more per week shall be granted nine (9) paid sick leave days per year, accumulative to a maximum of fifty-five (55) days:

(Each employee shall be notified of his/her accumulated sick leave by letter in September of each fiscal year)

Section 10.1

Sick leave may be used in the following cases:

- a. personal illness;
- b. enforced quarantine of the employee in accordance with community health regulations;
- c. up to two (2) days per year may be used for illness in the immediate family. For purposes of this Section, "immediate family" shall be defined as spouse, child or parent; or

- d. for medical appointments, emergencies, tests or treatments which cannot be scheduled outside the normal work hours and shall be used in one (1) hour increments

For any absence for illness in excess of five (5) working days in any contract year, a doctor's certificate may be required by the Superintendent-Principal to qualify for sick leave pay. The Superintendent and/or designee shall at any time have the right to require a physical examination at Board expense.

Section 10.2

All employees shall receive two (2) paid personal leave days, and two (2) unpaid personal leave days per year.

Denial of such leave shall not be subject to the arbitration provisions of this Agreement.

Section 10.3

Military leave shall be granted in accordance with the Connecticut General Statutes. The time spent at such military leave will continue to count as uninterrupted service. Reserve training not to exceed three (3) weeks per year as defined in Connecticut General Statutes, shall not result in loss of pay. The Board of Education will make up the difference between pay received from the military while on reserve training and the employee's regular base wages.

Section 10.4

Employees shall be entitled to their full regular base pay for absence because of jury duty, less any fee paid with respect to such jury duty. In order to be eligible for such pay, an employee who is dismissed from jury duty by 12:00 noon shall return to work.

Section 10.5

Prior to exhaustion of sick leave, an employee may request in writing an unpaid leave of absence with position held with the approval of the Board. An employee may also request a leave of absence for other reasons in writing with position held subject to the Board's approval. Upon written request by an employee for continuation of paid insurance coverage, the Board will consider and act upon such request dependent upon the reasons given for the request for leave of absence.

Section 10.6

Upon the voluntary termination of employment, retirement or death of any employee who has completed ten (10) years with the Board, he/she, or the legal representative of his/her estate, shall be compensated at the employee's applicable wage rate for twenty-five percent (25%) of the total accrued and unused sick leave.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.0

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances.

Section 11.1 – Definitions

“Grievance” shall be defined as a complaint by an employee, a group of similarly situated employees, or the Union concerning as alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.

All grievances must be submitted in writing, stating the specific problem, the contract section allegedly violated, and the action desired.

“Grievant” shall mean any member of the bargaining unit or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.

“Working Days” shall mean Monday through Friday excluding holidays. For purposes of this Article, working days shall mean days that the Central Office is open for business.

Section 11.2 – Timelines

- a. The number of days set forth in the processing of grievances shall be the maximum. All time limits may be extended by mutual written agreement of the parties.
- b. If a grievance in writing is not filed within twenty (20) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- c. Failure to appeal a grievance to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level.

Section 11.3 – Procedures

The following procedure shall be observed in processing any grievance:

Step 1. Superintendent of Schools. A grievance shall first be submitted to the Superintendent of Schools. The Superintendent shall within ten (10) working days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. Within ten (10) working days after the meeting, the Superintendent shall render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.

Step 2. Board of Education. If the grievant is not satisfied with the disposition of his/her grievance at Step 1, the grievant may, within seven (7) working days after the decision, submit the grievance to the Board. The Board shall meet with the grievant at its next scheduled

meeting or within thirty (30) working days of receipt of the grievance, whichever is sooner, for the purpose of resolving the grievance. The Board shall within five (5) working days after such meeting, render its decision and the reasons therefore in writing to the grievant with a copy to the Union. The Board and the Union may mutually agree to opt to waive *Step 2–Board of Education* of the grievance procedures and proceed directly to *Level Three–Mediation* within ten (10) days after receiving the *Level One* grievance response.

Step 3. Mediation. If the grievance is not resolved, either party may submit, within ten (10) working days after receipt of the Step 2 decision, the matter to a mediator appointed by the Connecticut State Board of Mediation and Arbitration (SBMA) for the purpose of helping to resolve the grievance. A copy of such request shall be sent to all parties.

Step 4. Arbitration. If the grievance is not resolved, the Union may, at its option, submit the grievance to arbitration within fourteen (14) working days after the mediation session, or, if no mediation is requested, within fifteen (15) working days after receipt of the Step 2 answer. The submission of the grievance shall state the provision of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the SBMA or the American Arbitration Association (AAA).

Section 11.4

The arbitrator designated shall hear and decide only one (1) grievance at a time. His/her award shall be binding. He/she shall be bound by and must comply with the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement.

Section 11.5

The cost for the services of arbitration shall be borne equally by the Board and the Union.

ARTICLE 12 INSURANCE

Section 12.0

The Board shall provide the following health insurance, or comparable coverage, for each eligible bargaining unit employee:

- a. Blue Shield Century 94, (\$270 maximum, \$5.00 on office visits).
- b. Blue Cross Semi-Private Plan, Blue Cross Managed Care Program, Blue Cross Major Medical \$1,000,000 maximum, \$300 cash deductible, 80% co-insurance to \$3,000 (100% thereafter)
- c. Drug rider with \$5.00 co-pay and \$500 annual maximum.
- d. Blue Cross Full Service Dental Plan.

- e. For Budgetary purposes, the Board has the discretion to change insurance carriers at any time, provided there is no decrease in the existing benefits. The Board will consult with the Union prior to changing carriers as specified in Section 12.3 of this Article.
- f. Group Life insurance with accidental death and dismemberment benefits, totaling to the nearest five hundred (\$500) dollars of each employee's salary.

Section 12.1

Eligibility for insurance coverage is as follows:

- a. Bargaining unit employees who are regularly scheduled to work 1,300 or more hours per year shall be entitled to the above enumerated coverage, with applicable premium sharing.

Section 12.2

The immediate family members of an employee, who dies while employed by the Board, will automatically be covered for a 30-day period. Family members have the option (as a family) to continue coverage for a 39-week period at their own expense at the group rate, provided the employee had elected coverage, and provided the Board's insurance carrier consents to such inclusion.

Section 12.3

The Board has the right to study health insurance carriers as alternatives to the carriers named above. The Board may change the carriers of the health insurance, provided:

- a. The administration and coverage provided by the alternate carrier is comparable to that provided by the existing carrier;
- b. The Union shall have thirty (30) days to study the proposed changes; and
- c. If at the end of the aforementioned thirty (30) days study period there is disagreement between the parties as to the comparability of the proposed coverage, then the Union may, no later than sixty (60) days after the Union's receipt of the proposed changes, submit the issue of comparability to a mutually agreeable arbitrator. If agreement on an arbitrator cannot be reached, the matter will be submitted to the AAA according to its rules and regulations. The costs of the arbitrator shall be borne equally by the Board and the Union. The carrier shall not be changed prior to the decision of the arbitrator. The arbitrator's decision on comparability shall be final and binding upon the parties.
- d. The Board will arrange for information sessions with the employees covered by such insurance in order to provide for the smooth transition in the practices and procedural changes that might occur because of the change in new insurance carriers.

Employees who desire family coverage will be allowed to purchase such coverage. The cost of the individual coverage will be deducted from the two person or family coverage to determine the employee's cost.

ARTICLE 13
SCHOOL FACILITIES

Section 13.0

Upon request and with the approval of the Principal or Superintendent, the Union will have right to hold membership meetings in the school building at reasonable times at no cost.

ARTICLE 14
WAGES

Section 14.0

Paraprofessionals will be paid at their hourly rate for time required by the Board to be worked other than their regular working schedule, i.e., open houses, conferences, field trips, etc.

Section 14.1

Paraprofessionals who substitute a whole day for an absent teacher shall be guaranteed that day's pay will be the higher of:

- a. their hourly-rate, or
- b. the going substitute rate of pay.

Section 14.2

New employees will be hired at fifty cents (\$.50) per hour below the current wage for the position for the duration of their probationary period.

Section 14.3

Paraprofessionals working in the capacity of the Principal Secretary after 3:00 p.m. shall be paid for the time worked in this capacity at their regular hourly rate plus seventy-five cents (\$.75) per hour differential. Principal Secretary work shall be assigned to paraprofessional bargaining unit members at the discretion of the Superintendent of Schools or his/her designee.

Section 14.4

1-on-1 Paraprofessionals will receive (\$.75) more an hour while in this capacity. Starting July 1st 2018, then July 1st 2019 (\$1.00) more an hour while in this capacity.

ARTICLE 15
DISCIPLINE

Section 15.0

All suspensions and discharges must be stated in writing with reason given and a copy given to the employee at the time of such suspension or discharge. The Union will be notified by certified mail as soon as possible, or not later than 3 working days following the disciplinary action. For purposes of this Article, working days shall mean days that the Central Office is open for business.

Section 15.1

No employee shall be discharged or disciplined without just cause.

Section 15.2

An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action may have a Union steward or other Union representative present. If the employee decides during such an interview he/she needs a representative, the meeting will be rescheduled within a reasonable time so that a Union representative can be present.

Section 15.3

All disciplinary actions may be appealed through the established grievance procedure.

Section 15.4

The Supervisor/Superintendent shall confer with the employee if he/she feels the employee has not met acceptable standards for performance and/or conduct in the course of his/her employment. Progressive disciplinary procedures will be followed if performance or conduct is not improved within a reasonable amount of time. Such discipline may include written warning, suspension or dismissal. Nothing herein shall, however, preclude the Board from initiating discipline at a level above written warning in the case of serious performance or conduct issue.

ARTICLE 16
SAVINGS CLAUSE

Section 16.0

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion hereof or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause or phrase.

ARTICLE 17
PREGNANCY LEAVE

Section 17.0

Pregnancy leave shall be granted in accordance with applicable federal and state statutes. This Article shall not be subject to the grievance procedure as set forth in this Agreement.

ARTICLE 18
HOLIDAYS

Section 18.0

The following twelve (12) holidays shall be observed as days off, with full pay, for all full-time employees at the discretion of the Superintendent-Principal, with a mutually agreed compensatory day off with pay provided for any employee required to work on a specified holiday.

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Day after Thanksgiving
President's Day	Columbus Day	Christmas Day
Memorial Day	Veteran's Day	Good Friday

Section 18.1

All part-time employees shall be eligible for eleven (11) paid holidays annually: Good Friday, Memorial Day, Christmas, Thanksgiving Day, Day after Thanksgiving, Columbus Day, New Year's Day, Labor Day, Martin Luther King Day, Presidents' Day and Veterans Day.

Section 18.2

Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate, and his/her sick leave shall not be charged for that holiday.

Section 18.3

Employees shall receive holiday pay for the number of hours they normally work in a given day.

ARTICLE 19
LONGEVITY

Section 19.0

Longevity shall be based solely upon years of experience and not on classification of employees. Longevity payments based upon years of service shall be made on the following schedule:

Hours worked per week

	<u>Under 30 hours</u>	<u>30 + hours</u>
5 years of service	\$100	\$200
8 years of service	\$200	\$400
10 years of service	\$500	\$500

The longevity payment shall be due and made payable in one (1) installment, no later than November 30th of each year.

ARTICLE 20
EMPLOYEE EXPENSES

Section 20.0

Employees who are authorized in advance to use their own vehicle for school business shall be entitled to compensation at the IRS rate. No employee will be required to drive his/her car, except during an extreme emergency.

Section 20.1

Any employee who is required to work twelve (12) consecutive hours or more shall be entitled to a meal allowance not to exceed the following schedule:

	<u>Amount</u>	<u>Hours of Eligibility</u>
Breakfast	\$4.00	2:00 a.m. - 10:00 a.m.
Lunch	\$8.00	10:00 a.m. - 3:00 p.m.
Dinner	\$12.00	3:00 p.m. - 10:00 p.m.
Midnight Meal	\$8.00	10:00 p.m. - 2:00 a.m.

ARTICLE 21
VACATION

Section 21.0

Full-time employees will be entitled to vacations with pay at their normally scheduled earnings on the following basis:

- a. Completed one (1) year of service, but less than three (3) years of service: one (1) week annually.
- b. Completed three (3) years of service, but less than twenty (20) years of service; two (2) weeks annually.
- c. Completed twenty (20) years or more of service; three (3) weeks annually.

Section 21.1

No other bargaining unit employees shall be entitled to vacation with pay.

Section 21.2

The employee's anniversary date of hire will be used to determine the amount of vacation time earned for the current fiscal year (July 1 – June 30). The days shall be posted on July 1st.

Section 21.3

Vacation time shall not be accumulated from year to year.

Section 21.4

In the event of an employee's death, his/her accrued, unused vacation shall be paid to his/her estate.

Section 21.5

The vacation schedule will be set by mutual agreement between the Superintendent-Principal, or his/her designee, and the employee except that seniority shall govern in case of conflicts between employees' requests and the needs of the school system. Vacations should normally be scheduled between the close of the school year and the following August 31. Vacation requests must be submitted to the Superintendent-Principal or his/her designee, at least thirty (30) calendar days in advance. The Superintendent-Principal or his/her designee may, however, at his/her sole discretion grant an exception to the thirty (30) day filing requirement.

Section 21.6

Pro rata vacation pay to the end of the preceding month shall be granted to an employee for the coming fiscal year in the event he/she terminates his/her services with the Board, providing the employee gives the Superintendent-Principal at least two (2) weeks advance written notice of his/her desire to terminate. In the event of an emergency termination, this period can be shortened to meet the specific situation through mutual agreement.

ARTICLE 22
UNIFORMS

Section 22.0

A shoe allowance of \$120.00 shall be paid annually on June 15 to employees who are regularly assigned to wash and buff the floors. All Cafeteria employees shall be provided three (3) polo shirts annually.

ARTICLE 23
WAGE SCHEDULES

2018-19

Cafeteria Working Foreman	\$18.27
Cafeteria Employee	\$13.38
Paraprofessional	\$17.74
Custodian (Part-time)	\$15.45
Custodian (Full-time)	\$17.40

The general wage increase shall be effective July 1 of each year of this Agreement (i.e. July 1, 2014, 2015, 2016 and 2017 **2018, 2019 and 2020**). The wage increase shall be **3% each year of the contract** based on the COLA with a minimum wage increase of two percent (2.0%) and a maximum wage increase of four percent (4.0%) each year.

ARTICLE 24
MANAGEMENT RIGHTS

Except where such rights, power and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers, and authority, whether express implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of the management of the affairs of the school and direction of the working force.

1. Enumerated Rights. The exclusive functions and rights of the Board include, but are not restricted to, the right to:

To establish or continue policies, practices, and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to determine and from time to time re-determine the number of employees to be employed; to employ, transfer, promote, demote, layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board or the Town of Franklin; to determine the procedures for promotions and transfers; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and from time to time change rules and regulations concerning discipline and the performance of work; to establish contracts or subcontracts.

2. Unremunerated Rights. The listing of specific rights in Section 1.0 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which

have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board.

ARTICLE 25
MISCELLANEOUS

Section 25.0

Employees shall not use their cars to transport children.

Section 25.1

In accordance with Connecticut General Statutes, Section 10-212a, employees will not be permitted to administer first aid or medication unless they are otherwise certified for such administration.

Section 25.2

Ten (10) month employees will be paid during the school year on a biweekly basis based on the hours worked in the prior payroll period.

Section 25.3

Job description for all bargaining unit members shall be updated during the life of the contract with input from the affected employee and the Union. The Board shall notify the Union about the content of any new bargaining unit job description after it is written but before it is implemented.

Section 25.4

The Board shall, upon reasonable advance notice, permit one (1) employee, whom the Union designates to attend two (2), one (1) day Union conventions or training session each year without loss of pay or benefits.

Section 25.5

Whenever it is deemed necessary by the Board that its employees need training or other educational enhancements to perform his/her present job, the Board shall provide such training at the Board's cost.

ARTICLE 26
DURATION

This Agreement shall become effective July 1, 2014 2018 and shall remain in effect until June 30, 2018 2021. It shall automatically renew from year to year, thereafter, unless either party

shall notify the other in writing 180 days prior to the anniversary date that it desire to modify the Agreement.

SIGNATURES

FRANKLIN BOARD OF EDUCATION

MEUI LOCAL 506

DATE

DATE