

## **Memorandum of Agreement**

The Thomaston Board of Education (hereinafter the "Board") and Local 1303-97 of Connecticut Council 4, AFSCME, AFL-CIO (hereinafter the "Union") hereby agree to the following:

1. The Board and the Union are parties to a collective bargaining agreement dated July 1, 2020 through June 30, 2021.
2. Article VI, Section 6.0 of the aforementioned collective bargaining agreement addresses vacation time for eligible bargaining unit members.
3. Article VI, Section 6.4 of the aforementioned collective bargaining agreement states:

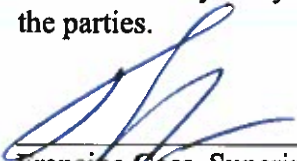
Vacation pay shall not be cumulative and must be used during the fiscal year. A one (1) week carry over may be granted by the Superintendent upon request of the employee and, if granted, must be used by the employee's next anniversary date.


4. Due to issues related to COVID-19, the Board and the Union entered into a Memorandum of Agreement dated October 1, 2020 regarding the issue of carry-over of vacation days by custodians who may not be able to use all of their vacation time in a timely manner prior to June 30, 2021 (a copy of the Memorandum of Agreement is affixed hereto).
5. Specifically, the parties agreed to the following:
  - In lieu of the language under Article VI, Section 6.4 regarding the carry-over of vacation time, if a custodian has any vacation days left on his/her anniversary date that falls on or before June 30, 2021, the following will be applied:
    - If the custodian has five (5) or more vacation days, the first five (5) vacation days will be rolled over to the next vacation year and must be used by the employee's subsequent anniversary date (his or her anniversary date that occurs between July 1, 2021 and June 30, 2022), as set forth under Article VI, Section 6.4.
    - Up to the next ten (10) remaining vacation days will be paid to the employee (vacation days six (6) through fifteen (15)).
    - Any vacation days over the aforementioned fifteen (15) vacation days will be forfeited.
  - Impacted custodians were not required to request the roll-over or the payment for vacation days six (6) through fifteen (15) as set forth above.

Rather, the action was to be taken as of the employee's subsequent anniversary date that occurs on or before June 30, 2021.

- The language set forth above was implemented and applied strictly to the 2020-2021 fiscal year. Consequently, the parties agreed that there would be no additional carry-over of vacation days credited on or after July 1, 2021 and the Memorandum of Agreement dated October 1, 2020 sunset as of June 30, 2021.
  - The parties further agreed that the Memorandum of Agreement dated October 1, 2020 and the terms and conditions set forth therein would neither establish a past practice nor a precedent with respect to the issue of vacation day carry-over and could not be used during any future negotiations between the parties.
6. Due to ongoing issues with COVID-19 and the custodians inability to use all of their vacation time during the 2020-2021 fiscal year, the parties agree to the following:
- In lieu of the language under Article VI, Section 6.4 regarding the carry-over of vacation time, if a custodian has any vacation days that are credited during the 2020-2021 fiscal year left on his/her anniversary date that falls on or before June 30, 2022, the following will be applied:
    - a. If the custodian has five (5) or more vacation days, the first five (5) vacation days will be rolled over to the next vacation year and must be used by the employee's subsequent anniversary date (his or her anniversary date that occurs between July 1, 2022 and June 30, 2023), as set forth under Article VI, Section 6.4.
    - b. Up to the next ten (10) remaining vacation days will be paid to the employee (vacation days six (6) through fifteen (15)).
    - c. Any vacation days over the aforementioned fifteen (15) vacation days will be forfeited.
  - Impacted custodians will not have to request 6. a. or 6. b. Rather, the action will be taken as of the employee's subsequent anniversary date that occurs on or before June 30, 2022.
7. The Board further agrees to extend the language set forth under paragraph 6 above to any other impacted twelve (12) month bargaining unit member that has remaining vacation days as of June 30, 2021 who is unable to use the days prior to June 30, 2021.
8. The parties agree that this Memorandum of Agreement and the terms and conditions set forth herein shall neither establish a past practice nor a precedent with respect to the issue

of vacation day carry-over and may not be used during any future negotiations between the parties.

  
Francine Cross, Superintendent  
Thomaston Board of Education

  
Marie Eldridge, President  
Local 1303-97 of Connecticut  
Council 4, AFSCME, AFL-CIO

Dated: 5/3/2021

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