

COLLECTIVE BARGAINING AGREEMENT

Between

CORNWALL BOARD OF EDUCATION

and

**CORNWALL CONSOLIDATED SCHOOL EMPLOYEES
LOCAL 1303-352 OF CONNECTICUT COUNCIL 4
AFSCME, AFICIO**

Effective JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

This Agreement is made and entered into between the Cornwall Board of Education (the "Board") and the Cornwall Consolidated School Employees, Local 1303-352 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union").

ARTICLE I - Recognition

The Board hereby recognizes the Union as the sole and exclusive representative for collective bargaining with respect to wages, hours, and other conditions of employment for all employees in the bargaining unit consisting of secretaries, teacher assistants, library aides, custodians, assistant custodians, and the Board clerk, excluding all others.

ARTICLE II - Management Rights

Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board of Education has and will continue to retain, whether exercised or not, all of the rights, powers and authority 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 absolute right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including, but not limited to, the following:

- a. 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;
- b. To limit, curtail or discontinue processes or operations or to discontinue their performance by employees;
- c. To select and to determine the number and types of employees required to perform the operations of the Board of Education and the public schools;
- d. To employ, assign, transfer, promote or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the students and the public.
- e. 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 such rules and regulations are made known in a reasonable manner to the employees affected by them;

- f. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;
- g. To create and revise job descriptions as deemed necessary;
- h. To implement time clocks or other methods of monitoring "time worked";
- i. To determine if, when and how vacancies will be filled;
- j. To revise work schedules and work shifts to more efficiently or economically provide services to students, staff and the public;
- k. To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discrimination against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Board it can be done more economically or expeditiously.

The above rights, responsibilities and prerogatives are inherent in the Board and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.

ARTICLE III – Savings Clause

If any provision(s) of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, or of no legal effect, said provision(s) shall be deemed null and void, without affecting the obligations of both the parties under the balance of this Agreement.

ARTICLE IV - Union Security and Dues Check Off

Section 1

Each employee who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each employee who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency service fee as a condition of employment.

Section 2

The Board agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such membership dues or agency fees as may be fixed by the Union. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. The Union shall furnish the Board with a statement

signed by the employee authorizing the Board to make such deduction(s). The statement will be accepted by the Board.

Section 3

The monthly dues and/or service fees remittance to the Union will be accompanied by a list of names, addresses and social security numbers of employees from whose wages such deductions had been made and shall be provided twice per fiscal year.

Section 4

The Union agrees to save the Board of Education and its agents harmless from any claims, demands, suits or judgments, including attorney's fees which may arise because of the implementation of this Article.

ARTICLE V - Probationary Period

New employees shall serve a probationary period of six (6) months. During such period, he/she shall be subject to all clauses in this Agreement, and may be disciplined or terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement.

ARTICLE VI - Insurance

The Board's High Deductible Health Plan shall be the group medical insurance plan for each employee who works thirty (30) hours or more per week for themselves and their dependents.

Each employee who is eligible for individual, two person or family coverage under the health insurance plans described below may elect to be covered by executing and returning to the Board between June 1 and June 20 of each year the form attached to this Agreement as Appendix A.

The Board shall make available to each employee, the AETNA High Deductible Health Plan (HDHP) with Health Savings Account which is described in the insurance summary in Appendix D.

The Board shall implement an HSA plan including the following components:

- a. Annual deductibles of \$2,000 / \$4,000.
- b. 100% in-network co-insurance; 80%/20% out of network co-insurance
- c. Out of pocket maximums of \$2,000/\$4,000 in-network, \$4,000/\$8,000 out of network.
- d. Preventive care rider

- e. Prescriptions included in above deductibles. Once deductibles are met, purchases would be subject to co-insurance listed above.
- f. Office visit co-pay of \$10, specialist visit co-pay of \$25, and emergency room co-pay of \$25 after annual deductible is met.
- g. The following premium cost sharing arrangement shall be in effect for the AETNA High Deductible Health Plan (HDHP)

| <u>Work Year</u> | <u>11 and 12-Month Employees</u> | <u>10 – Month Employees</u> |
|------------------|--|---|
| 2016 - 2017 | Eleven (11.0%) of the premium cost | Twenty and one half percent (20.5%) of the premium cost |
| 2017 - 2018 | Twelve percent (12.0%) of the premium cost | Twenty one percent (21.0%) of the premium cost |
| 2018 - 2019 | Thirteen percent (13.0%) of the premium cost | Twenty one and one half percent (21.5%) of the premium cost |

- h. The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan at the following levels during the life of this Agreement:

| <u>Work Year</u> | <u>Board Percentage</u> | <u>Single</u> | <u>Dual and Family</u> |
|------------------|-------------------------|---------------|------------------------|
| 2016-17 | 60.0% | \$1,200 | \$2,400 |
| 2017-18 | 55.0% | \$1,100 | \$2,200 |
| 2018-19 | 50.0% | \$1,000 | \$2,000 |

The Board's contributions will be deposited into each participating employee's HSA accounts in the first payroll of July in each work year. The Board shall have no obligation to fund any portion of the HSA deductible amount for retired employees or other individuals upon their separation from employment.

***If an employee is precluded from fully participating in the Health Savings Account because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account ("HRA"). The Board's annual contribution to the HRA may equal but shall not exceed its annual contribution to the H.S.A, based on the employee's coverage level.**

Dental Insurance:

The Board shall provide employees with a Dental plan with annual benefit capped at 1,500.00/member to cover 100% preventative, 80% routine, and 50% major. Employees shall make payment for a percentage of the annual cost of the dental insurance benefit based on the following schedule:

| | 11- & 12-Month Employees | 10-Month Employees |
|-------------|--------------------------|--------------------|
| 2016 - 2017 | 13.0% | 21.5% |
| 2017 - 2018 | 13.5% | 22.0% |
| 2018 - 2019 | 14.0% | 22.5% |

Section 6.1

The Board shall provide a \$50,000 term life insurance policy for the individual, per eligibility requirements, 100% paid by the Board.

Section 6.2

The Board, upon consultation with the Union, may change insurance carriers of the above mentioned insurance programs provided the new insurance carrier's coverage results in equivalent or better than the existing coverage including administration, benefits and delivery of services.

Section 6.3

The Cornwall Board of Education shall maintain a Section 125 pre-tax wage deduction plan designed to permit exclusion from taxable income of the employee's share of health insurance premiums in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. The Cornwall Board shall implement a Section 125 pre-tax deduction plan designed to permit exclusion from taxable income of allowable expenses incurred for medical care, as defined by IRS section 213(d), and allowable dependent care expenses, pursuant to IRS regulations, for those employees who complete and sign the appropriate authorization form. The Cornwall Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium and allowable medical expenses and dependent care contributions.

ARTICLE VII - Vacations

Section 1

All (11) eleven and (12) twelve month employees shall be entitled to the following paid vacation:

| | |
|---|--------------------|
| Completion of 1 year of successful employment | Five (5) days |
| Completion of 2 or more years of successful employment | Ten (10) days |
| Completion of 4 or more years of successful employment | Twelve (12) days |
| Completion of 6 or more years of successful employment | Thirteen (13) days |
| Completion of 8 or more years of successful employment | Fourteen (14) days |
| Completion of 10 or more years of successful employment | Fifteen (15) days |
| Completion of 15 or more years of successful employment | Eighteen (18) days |
| Completion of 20 or more years of successful employment | Twenty (20) days |

Section 2

Vacation leave may not be taken during the school year, unless the school principal specifically approves a vacation request during the school year.

ARTICLE VIII - Holidays

Section 1

All twelve and eleven month employees shall receive the following paid holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veteran's Day |
| Good Friday | Thanksgiving |
| Memorial Day | Day After Thanksgiving |
| 4th of July | Christmas Day |

Section 2

All ten-month employees shall receive the following paid holidays during their first (1st) year of service:

New Year's Day and Christmas Day

All ten-month employees shall receive the following paid holidays after two (2) full years of service:

New Year's Day, Christmas Day and Thanksgiving Day

All ten-month employees shall receive the following paid holidays after three (3) full years of service:

New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day and Veteran's Day

ARTICLE IX - Personal Leave

Section 1

Employees may be absent to a total of three (3) paid days per fiscal year for family illness or personal business granted with a topical reason plus the approval of the Principal. Personal business is business of a personal nature which cannot be conducted outside the work day.

Requests for personal leave shall be in a written or electronic format, and in most cases the employee shall provide notice to the Principal forty-eight (48) hours or more before the planned absence. In case of an emergency, notice shall be provided as soon as possible before the leave commences.

Section 2

Personal days are non-accumulative.

ARTICLE X – Bereavement Leave

Three days off with pay shall be provided to employees for bereavement leave associated with a funeral for one of the following (spouse, son, daughter, parents, grandparents, brother, sister, brother-in-law, sister-in-law, and parents-in-law).

ARTICLE XI - Sick Leave

Section 1

- a. All eleven- and twelve-month employees shall receive twelve (12) paid sick days per year accumulative to 90 days.
- b. All ten-month employees shall receive ten (10) paid sick days per year accumulative to 60 days.
- c. Employees may use up to half (1/2) of their annual sick days to provide for a parent, spouse or dependent child.

Section 2

If an employee is sick, he/she shall notify the Building Principal of the fact and the reason therefor as soon as possible prior to the employee's scheduled shift. Failure to do so will be cause for denial of leave with pay for the period of the absence.

Section 3

An employee may be required to provide a doctor's certificate prior to return to work if an employee is absent for three (3) or more consecutive working days or in cases of suspected abuse.

Section 4

Upon retirement of an employee with a minimum of twenty (20) years of service as a member of this bargaining unit, the employee shall be entitled to receive twenty-five dollars (\$25) per day reimbursement for each day of unused accumulated sick leave.

Section 5

Each employee shall be permitted to contribute two (2) days from his/her sick leave accumulation each school year to a "Sick Leave Bank" that shall be established to aid union members who suffer prolonged illness and whose sick leave accumulation has been exhausted. Further details regarding the Sick Leave Bank are set forth in Appendix C to this Agreement.

ARTICLE XII - Discipline

Section 1

All disciplinary action shall be based upon just cause and shall be consistent with the infraction for which the disciplinary action is being applied.

Section 2

Each employee shall have the right to see and review his or her personnel file upon request by appointment. The Board shall provide copies of all materials in the file upon request of the employee. Employees may request that the Board correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

ARTICLE XIII - Hourly Wages

Section 1

The current hourly wages for all bargaining unit employees are as follows:

| <u>Position</u> | <u>7/1/2016</u> | <u>7/1/2017</u> | <u>7/1/2018</u> |
|--------------------------|------------------------|------------------------|------------------------|
| Ed. Paraprofessional | \$17.68 | \$18.19 | \$18.72 |
| Board Clerk | \$23.64 | \$24.32 | \$25.03 |
| Secretary | \$23.69 | \$24.37 | \$25.08 |
| Head Custodian | \$25.50 | \$26.24 | \$27.00 |
| Custodian | \$18.77 | \$19.31 | \$19.87 |
| Library Paraprofessional | \$18.81 | \$19.36 | \$19.92 |
| Administrative Assistant | \$27.46 | \$28.26 | \$29.08 |

ARTICLE XIV - Seniority

Section 1

Seniority is defined as the total length of an employee's most recent period of continuous service with the Board. The employee's earned seniority shall not be lost because of absence due to illness, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence but such rights will not be lost by the employee because of such leave.

Section 2

Involuntary layoffs shall be based upon seniority, with the least senior (last hired) employee within classification to be laid off first.

Section 3

The right of re-employment shall be accorded to a laid-off employee prior to new employees being hired provided such laid-off employee responded to a notice to report for work within ten (10) days after receipt of notice, sent by certified mail to his last known address. If such laid-off employee fails to respond he shall lose all rights of seniority recall. Recall rights for laid-off employees shall be for one (1) year from date of layoff.

ARTICLE XV – Miscellaneous

Section 1

When an employee is required to work outside of the Cornwall Consolidated School grounds and has received pre-approval from the building principal, he or she shall be paid his or her hourly earnings for all time spent traveling, in addition to the IRS mileage rate reimbursement, if he or she uses his or her own vehicle for such work.

Section 2

The Board shall continue to distribute payroll checks to all employees covered by this Agreement as has presently been practiced except that employees working less than twelve (12) months may elect at his or her option to be paid on an annualized salary basis.

Section 3

When reference is made to the male gender throughout this Agreement, such reference shall apply equally to the female gender.

Section 4

The Board shall provide the Union representative with three (3) original signed copies of the Agreement at the time of signing. The Board shall provide each bargaining unit member with a copy of the Agreement within thirty (30) days of signing. An employee shall be provided with a copy of the collective bargaining agreement at the time they are hired.

Section 5

In the event of a scheduled late opening or early dismissal ten-month employees shall make up their time through assigned tasks.

In the event of an unscheduled late opening or early dismissal employees shall be allowed to make up their time through professional development or as determined by the principal. Scheduling of days and hours for completion of assigned tasks is at discretion of building principal.

ARTICLE XVI - Leave Provisions

Section 1 - Jury Duty

Absence for jury duty shall be granted when an employee is required to serve. Such employee will be paid the difference between his or her jury duty stipend and his or her hourly rate of pay for a maximum of five (5) weeks.

Section 2 - Military Leave

Military leave shall be granted in accordance with state law.

Section 3 - Maternity Leave

An employee who becomes pregnant shall submit a written statement from her physician indicating her present physical condition, the expected child birth date, and any physical limitations which may affect her ability to continue in her normal employment. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. Accrued sick leave and vacation leave shall be available for use during the period of such disability provided, however, that the total period of disability including pre- and postnatal shall not exceed twelve (12) weeks. During the period of disability leave, the Board shall pay for the employee's health insurance benefits subject to any agreed upon cost sharing provisions. Upon submission of satisfactory medical evidence concerning the employee's condition and upon submission of evidence satisfactory to the Board that the employee is able to resume her normal duties, the employee shall be reinstated to the same position that she held prior to the commencement of the maternity leave. Any leave granted after the disability shall be considered child rearing leave, without compensation, at the Board's discretion, and the employee may continue health insurance coverage at his or her own expense at the group rates.

Section 4

An employee who is an eligible employee as defined under the Federal Family and Medical Leave Act (FMLA) shall be granted up to twelve (12) weeks of FMLA leave during a twelve-month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations. Employees on leave without pay shall not continue to accumulate sick leave. Employees on FMLA leave shall have their health insurance maintained during such leave

on the same terms as if they had continued to work; provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

ARTICLE XVII - Pension

All members of the bargaining unit shall be included in the Town of Cornwall Pension Plan; contributions to said Plan shall be borne by the Board.

ARTICLE XVIII - Hours of Work

The normal work week shall be Monday through Friday according to the following table:

| Titles | Hours/Day | Work Year | Hours/Week |
|--------------------------------------|------------------|------------------|-------------------|
| Board Clerk | 5.6 | 12 months | 28 |
| Head Custodian | 8 | 12 months | 40 |
| Custodian | 8 | 12 months | 40 |
| Part-Time Custodian | 2.5 - 4 | 12 months | 12.5 - 20 |
| Secretary | 7.5 | 11 months | 37.50 |
| Library Para. & Ed. Paraprofessional | 3.5 - 7.0 | 10 months | 17.5 - 35.0 |
| Administrative Assistant | 8 | 11 months | 40 |

Section 1

All employees shall receive one fifteen(15)-minute break during each work day. Such break shall not be utilized to shorten the work day or combined with the lunch period. The head custodian, custodian, secretary, education paraprofessionals, and Board clerk positions have a one-half (1/2) hour paid lunch break.

Section 2

Employees called back in to work after the end of their regular work shift or work week shall be paid a minimum of two (2) hours at their rate of pay, or the hours worked, whichever is greater.

ARTICLE XIX - Grievance Procedure

Section 1 - Definitions

- a. A grievance is a claim that a specific provision of this Agreement has been violated.
- b. A grievant is a member(s) of the bargaining unit or the Union.
- c. The term day shall mean calendar days.

- e. An employee with a grievance shall first discuss the matter with his or her immediate supervisor with or without the steward to resolve the grievance informally.
- f. In the event the grievance is not resolved at this informal meeting, it shall be reduced to writing and processed in the following manner:

Section 2 - Step One

The employee or the Union shall reduce the grievance to writing and submit it to the Principal within five (5) working days from the discussion at the informal level or within fourteen (14) days from when the grievance arose, whichever is first. The supervisor shall schedule a meeting with the employee and a Union representative within ten (10) days of receipt of the grievance. The supervisor shall give his or her written response to the grievance within ten (10) days after the meeting.

Section 3 - Step Two

In the event the employee or Union is not satisfied with the disposition of the grievance at Step One, the employee or the Union shall file the grievance with the Superintendent of Schools within ten (10) days after receipt of the supervisors answer. The Superintendent shall meet with the employee and a Union representative within fourteen (14) days of receipt of the grievance.

Section 4 - Step Three

If the grievance is not resolved at Step Two, the grievant shall have the right to present the grievance in writing to the Board of Education within seven (7) days of the date the decision was rendered at Step Two. The Board shall hold a meeting within thirty (30) days after receipt of the grievance, at which time it shall meet with the grievant and with the representative of the Union for the purpose of resolving the grievance. The Board shall, within fourteen (14) days after such meeting, render its decision and the reasons thereof in writing to the grievant with a copy to the Union.

Section 5

Any time limit specified within this Article may be extended by mutual agreement of the Union and the Board.

Section 6 - Step Four

In the event that the Board of Education's response is not satisfactory to the Union, the Union may submit the first three (3) grievances per contract year to arbitration before the State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the State Board no later than twenty (20) days after receipt of the written response at Step Three.

Any grievances filed to arbitration beyond the first three (3) grievances per contract year shall be filed with the American Arbitration Association in accordance with its rules and procedures. The request for arbitration shall be in writing and must be filed with the American Arbitration Association no later than twenty (20) days after receipt of the written response at Step Three. The Board and the Union shall split the costs associated with the arbitration before the American Arbitration Association.

Section 7

The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement in any way. The decision of the arbitrator shall be final and binding subject to appeals in Superior Court.

ARTICLE XX - Duration

Section 1

The provisions of this Agreement shall take effect upon signing and shall remain in full force and effect until June 30, 2019.

Section 2

This contract contains the full and complete agreement between the Board and the Association on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement. Any previously adopted policy, rule, practice or regulation of the Board which is in conflict with any provision of the Agreement is hereby deemed null and void.

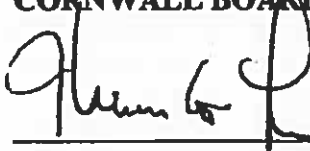
Section 3

The parties hereby agree to meet and begin negotiating a new Agreement on or about January 1, 2019.

Section 4

This agreement shall be considered automatically renewed, unless either party shall, on or before the 150th day prior to June 30, 2019, serve written notice by certified mail on the other party to modify, change or amend this agreement except as otherwise specified.

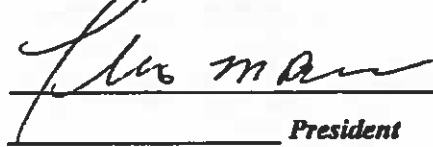
CORNWALL BOARD OF EDUCATION



Thomas K. Levine, Chairman, Board of Ed.

6/29/16
Date

**LOCAL 1303-352, COUNCIL 5
AFSCME/AFL-CIO**


President

6/29/16
Date


Staff Representative
Connecticut Council 4

May 31, 2016
Date

APPENDIX A
ANNUAL HEALTH INSURANCE ELECTION FORM

Note that in order to maintain health insurance coverage, this election form must be completed each year by the employee and submitted to the business office during the open enrollment period June 1 to June 20.

During the past year, July 1, 201___, to June 30, 201___, I had the following health insurance plan and coverage pursuant to Article 6 of the Agreement between the "Board" and the "Association":

- | PLAN | COVERAGE |
|---|-------------------------------------|
| <input type="checkbox"/> Aetna High Deductible Health Plan (HDHP) | <input type="checkbox"/> Individual |
| <input type="checkbox"/> No coverage | <input type="checkbox"/> Two Person |
| | <input type="checkbox"/> Family |

For the coming year, July 1, 201___, to June 30, 201___, I elect the following health insurance plan and coverage:

- | PLAN | COVERAGE |
|---|-------------------------------------|
| <input type="checkbox"/> Aetna High Deductible Health Plan (HDHP) | <input type="checkbox"/> Individual |
| <input type="checkbox"/> No coverage | <input type="checkbox"/> Two Person |
| | <input type="checkbox"/> Family |

I hereby certify that I am eligible for the election indicated above and authorize the Board to deduct from my paycheck my share of the premium costs, if any, as defined in Article 6 of the Agreement.

Cornwall Board of Education
Employing District

Employee (print name)

Date

Employee (signature)

APPENDIX B

QUALIFYING EVENTS

A qualifying event is a change in an employee's personal life that may impact their eligibility or dependent's eligibility for benefits. As defined by the IRS, employees experiencing a qualifying event can change benefits for one of the following qualifying reasons:

- ✓ Marriage
- ✓ Birth
- ✓ Adoption
- ✓ Divorce, legal separation or annulment of an employee's marriage
- ✓ Death of a spouse or dependent
- ✓ Change in employee's, spouse's or dependent's employment status that affects eligibility under their plan.
- ✓ Spouse's employer makes significant changes in coverage of premium costs (30% or greater change).
- ✓ Spouse is provided group insurance through employer for the first time.
- ✓ Reinstatement of coverage due to non-payment of premium.
- ✓ Dependent no longer meets eligibility criteria or becomes ineligible for coverage.
- ✓ Court order results in employee gaining or losing custody of a dependent.
- ✓ Dependent becomes eligible.
- ✓ Coordination of spouse's annual election period.
- ✓ Court decree establishes an employee's financial responsibility for a child's medical, dental or other health care.
- ✓ Change in public aid recipient status or Medicare status.
- ✓ Change in managed care plan due to primary care provider leaving the network.

**APPENDIX C
SICK LEAVE BANK**

GUIDELINES FOR THE SICK LEAVE BANK

1. **Membership**
 - a. In order to become a member, an employee must contribute or make application to contribute to the Sick Leave Bank.
 - b. Each union member shall be permitted to contribute two (2) days from his/her sick leave accumulation reserve each school year to a "Sick Leave Bank" which shall be established to aid union members who suffer prolonged illness and whose sick leave accumulation has been exhausted. It is not intended that routine and regular use of sick days will be reimbursed through the Sick Leave Bank. The bank shall be built up to a maximum of one hundred fifty (150) days. Contributions of days will be accepted during the month of September only.
 - c. Contribution of days will constitute membership for a minimum of that contributing year and the years thereafter until your days are used. To maintain membership in the Sick Leave Bank after your days are used, you must contribute again in order to be eligible to draw against the Bank.
 - d. Withdrawal of days from the Bank will be in the same order as days received.
 - e. Any days remaining in the Sick Leave Bank as of September 1st of a given year will be rolled over to the next year.
 - f. Days will be deposited into the Bank according to date and time of receipt.
 - g. If the Bank is "full" (150 days), your days will be placed on a "wait list" and will automatically be deposited as of September 1st of the following year if days are withdrawn. Your intent to contribute will constitute membership even if your days are not immediately deposited.
 - h. A person withdrawing from membership in the Bank will not be permitted to withdraw their contribution days.

2. When an employee has exhausted all available sick leave, application for additional days from the Sick Leave Bank may be made. An application for days from the Sick Leave Bank must be completed, accompanied by a physician's statement describing the illness and offering a prognosis for a date of return to work.

3. A member may withdraw a total of 30 days per year from the Sick Leave Bank. Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.

4. The Sick Leave Bank will be administered by a Committee of four (4), two (2) of whom shall be appointed by the Union and two (2) of whom shall be appointed by the Superintendent.

5. The Sick Leave Bank Committee may grant up to 20 days from the Sick Leave Bank upon receipt of initial application.
6. In determining a grant of sick days, the Committee will consider such criteria as: the employee's statement of illness, the physician's or medical professional's submitted statement(s), employment records, history of the use of sick time, the results of Committee investigations and such additional materials as are available to the Committee.
7. The Committee has the right to require a second physician's opinion, chosen by the Board of Education members of the Committee, and a third physician's opinion, chosen by the AFSCME members of the Committee.
8. All fees required by a physician are to be borne by the employee.
9. If the 20 school days granted are exhausted, the employee may request an additional grant of up to 10 days. An up-to-date physician's statement is required.
10. Decision of the Committee are final and without establishing precedents for similar requests.

The Committee may establish further guidelines assuming that such guidelines are in concert with the conditions of the contract and the policies of the Board of Education.

**APPENDIX C
SICK LEAVE BANK**

SICK LEAVE BANK COMMITTEE

1. Committee membership shall consist of two (2) members appointed by the Superintendent and two (2) members appointed by AFSCME Local 1303-269. Each group shall have a designated alternate who is well versed on the workings of the Sick Leave Bank.
2. The Committee will be responsible for:
 - a. making sure deposits and deductions of sick days are in order;
 - b. acting upon applications for membership and withdrawals in a timely fashion;
 - c. meeting in late August before each school year to review annual practices and make adjustments as needed; i.e., to ready the Bank for the following year.
3. Vote shall be by simple majority.
4. Chairperson and Secretary will be appointed by the Committee.
5. The Chairperson shall be responsible for record keeping on a daily basis.
6. The Secretary shall take minutes when the Committee deliberates and makes a decision concerning an application for sick days.

SICK LEAVE BANK PARTICIPATION AGREEMENT

Name of Employee: _____ Position: _____

Check One:

_____ I give permission for the Sick Leave Bank Committee to take two (2) of my sick days and place them in the Sick Leave Bank for use by a fellow member whose application is approved by the Sick Leave Bank Committee. I understand that donated days, when accepted, will be deducted from my accumulation of sick days.

_____ I do not wish to participate in the Sick Leave Bank.

Signed: _____ Date: _____

This form is to be returned to _____

Date Received by Committee: _____ Time: _____

ACTION TAKEN BY COMMITTEE/DESIGNEE:

Committee Designee Signature

Date

Please check one:
First application for the year _____
Second application _____

SICK LEAVE BANK APPLICATION FORM

Name: _____ Date: _____

Address: _____

Position: _____

Home Phone: _____ Work Phone: _____

1. I have used all accumulated sick leave time. Yes _____ No _____

If no, number of days remaining: _____

2. I have/have not previously been granted days from the Sick Leave Bank. If yes, give number of days and date(s): _____

3. I request _____ days. (20* days maximum for the first request of the year, and 30 days maximum during any one school year).

4. I give the Sick Leave Bank Committee permission to examine my employment records, history of the use of sick time, and to call upon such other materials as they deem necessary.

5. Please attach your statement and a physician's statement of reasons.

Signed: _____ Date: _____

All application documents are to be forwarded to: _____

Action on Request: _____ Approved _____ Denied

Reasons: _____

Signature for Committee: _____ Date: _____