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**COLLECTIVE BARGAINING AGREEMENT**

**CANTERBURY BOARD OF EDUCATION**

**AND**

**CANTERBURY SECRETARIES**

**MUNICIPAL EMPLOYEES UNION  
INDEPENDENT, INC.  
LOCAL 506, SEIU**

**JULY 1, 2016 - JUNE 30, 2019**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Canterbury Board of Education, hereinafter referred to as the "Board," and the Municipal Employees Union "Independent," Inc., hereinafter referred to as the "Union."

## **ARTICLE I RECOGNITION**

### **Section 1.**

The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all noncertified employees excluding the administrative assistant and supervisory employees as defined by the Act.

### **Section 2.**

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

## **ARTICLE II MANAGEMENT RIGHTS**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the school system in all aspects, including but not limited to the following:

To maintain educational activities and programs as in its judgment will best serve the interests of the students;

To determine the type of work to be performed by the personnel;

To assign all work;

To decide the methods, procedures, and means of conducting the work;

To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work with the requirements of the Board provided such rules and regulations are made known in a responsible manner to the employees affected by them;

To discipline, suspend, or discharge for just cause;

To promote, transfer, and lay off employees;

To decide the need for facilities;

To designate the schools or programs which shall be attended by the various students;

To prescribe rules for the management, studies, classification, and discipline for school programs;

In general, to control, supervise, and manage the operations of the school system and its staff under governing laws;

To establish or continue policies, practices, and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices, or procedures.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

### **ARTICLE III NONDISCRIMINATION**

All provisions of this agreement, except in the case of a bona fide occupational qualification or need, shall apply equally to all employees without discrimination based on race, color, creed or religion, sex, sexual orientation, national origin, political affiliation, age, physical or mental handicap, or material status.

### **ARTICLE IV UNION SECURITY AND RIGHTS**

#### **Section 1.**

During the terms of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the effective date of the Agreement or within thirty (30) days from the date of their employment by the Board, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee not exceed the applicable dues payable to the Union.

#### **Section 2.**

The Board agrees to deduct from the pay of its employees such membership dues and service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board, which notice must be received or postmarked within the period June 1 to June 15, inclusive, in any calendar year in which the Agreement is in effect. Such employee will pay a service fee which shall not exceed the applicable dues.

#### **Section 3.**

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 or dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make such dues deduction(s). Service fees are deducted automatically.

#### **Section 4.**

The deduction of Union fees and dues or service fees shall be made during the applicable payperiods and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The dues and/or service fees remitted to the Union will be accompanied by the list of names of employees from whose wages dues or service fee deductions have been made. The Board agrees to voluntary payroll deductions for the Union's political action fund. These deductions shall be kept consistent with federal and state law.

#### **Section 5.**

The Board agrees to provide space on bulletin boards in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.

#### **Section 6.**

The Union Representative or steward shall be permitted to enter any of the schools for the purpose of discussing, processing or investigating grievances or for filling the Union's role as bargaining agent in accordance with school policy. Any Union representative or steward who enters the building must comply with all safety rules and procedures promulgated by the school and shall not interrupt the work force or the educational process. When contacting an employee during working hours the steward or Union representative shall first report to and obtain permission to see the employee from the employee's supervisor. The Union steward shall be permitted to meet with the supervisory personnel or a grievant concerning pending grievances at mutually acceptable times.

#### **Section 7.**

The Board shall provide each employee with a hard copy or electronic copy of the Agreement within thirty (30) days after the signing of this Agreement. New employees shall be provided with a hard copy or electronic copy of this Agreement. Any expenses shall be shared equally by the Board and the Union.

#### **Section 8.**

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this Article.

#### **Section 9.**

The bargaining unit may use school buildings without cost for the local bargaining unit meetings only, with advance notification to the principal/superintendent of the school and consistent with current Board policy and procedure with respect to use of school buildings.

#### **Section 10.**

Conferences or meetings required by management shall be scheduled during the work day when possible. Any employee mandated to stay beyond the work day will be compensated at the regular hourly rate.

## **ARTICLE V DEFINITIONS**

A twelve-month employee is one who works full time twelve (12) months per year.

A ten-month employee is one who works when school is in session, but may include additional Summer hours as determined by the Superintendent.

A full-time employee is one who works thirty (30) or more hours per week.

A part-time employee is one who works less than thirty (30) hours per week.

## **ARTICLE VI HOURS OF WORK AND OVERTIME**

### **Section 1**

Ten-month secretaries will work the five (5) work days prior to the start of the school year and the five (5) work days after the end of the school year. Ten-month office clerks will work the two (2) days prior to the start of the school year and the two (2) days after the end of the school year. Ten-month employees may be requested to work during the Summer months at their regularly hourly rate.

### **Section 2.**

Employees shall be compensated for all assigned work according to state statute.

- a. Straight time will be paid for all hours worked up to and including forty (40) hours.
- b. All work authorized and worked in excess of forty (40) hours per week shall be paid at time and one-half of the employee's regular hourly rate.
- c. Double time shall be paid for work on any of the paid holidays as established by this Agreement.

### **Section 3.**

Except in emergency situations, employees shall receive two (2) weeks' notice of a shift change or a transfer to another location.

### **Section 4.**

All employees working six (6) hours or more shall be entitled to a paid thirty (30) minute uninterrupted lunch. In addition, all employees shall receive one (1) fifteen (15) minute break per day. Breaks cannot be combined without the prior approval of an employee's immediate supervisor.

### **Section-5.**

New hires will be provided with a written salary notification within two (2) weeks of hire, plus a job description.

## **ARTICLE VII SENIORITY**

### **Section 1.**

Seniority, for purposes of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Board, including all authorized paid leave, provided the employee returns to work immediately upon conclusion of such leave. Seniority for less than full time will be prorated as follows: Length of service in months' x no. of hours regularly scheduled/37.5. Seniority and seniority rights will not be accrued during an unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.

### **Section 2.**

A seniority list shall be furnished to the Union annually on or about October 1 of each year, and unless mistakes are brought to the attention of the Superintendent of Schools within thirty (30) days, the list shall be considered conclusive. Upon completion of their probationary period, new employees shall be added to this list.

### **Section 3.**

No employee shall obtain seniority or other rights (including holiday, vacation, sick or personal days) until she/he has been continuously on the payroll of the Board for a period of ninety (90) calendar days. After sixty (60) days new employees shall be eligible for health insurance benefits as set forth in Article 16, upon the first day of the following month. Until expiration of such period, she/he shall be on probation and may be terminated by the administration in its sole discretion, for any reason whatsoever, and neither the employee, nor the Union on her/his behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. An employee, after completion of her/his probationary period, shall acquire seniority commencing on the date of her/his employment.

### **Section 4.**

Seniority shall terminate:

- a. Upon voluntary resignation or retirement
- b. Upon discharge
- c. Upon the expiration of recall rights after two (2) years of layoff, or refusal of recall opportunity.

### **Section 5.**

An employee hired to fill a position of an employee on leave and who is subsequently hired into that regular position (with no break in service) will have her/his seniority count from the initial date of hire. This section does not supersede Section 3 of this article regarding the probationary period.

### **Section 6**

The one union steward who has been employed for at least six (6) months shall be deemed to have the highest seniority for the purposes of selection for layoff.

## **ARTICLE VIII VACANCY**

### **Section 1.**

Job vacancy is defined as an opening or new position that is appropriately classified in the bargaining unit.

### **Section 2.**

The matter of filling job vacancies covered by this Agreement shall be solely within the control of the school administration in accordance with the terms of this section. When two (2) or more applicants are substantially equal in qualifications, in the reasonable judgment of management, the applicant with the greatest seniority shall be appointed to the position.

### **Section 3.**

All job openings covered by this Agreement shall be posted for five (5) working days, and the Union shall be notified of the vacancy by mail, e-mail or fax.

### **Section 4.**

Employees desiring to bid on the job shall file an application in writing within the posting time limit.

### **Section 5.**

In filling vacancies, consideration may be given first to the present staff on basis of seniority and /or transfer request, provided the employee is qualified for the position. All vacancies shall be filled by the Superintendent, based upon experience, qualifications and seniority. This decision may not be arbitrary and capricious.

### **Section 6.**

If an employee is hired from outside the work force, the Board will notify the Union at the time of the appointment of the employee.



## **Section 7.**

Employees who desire another assignment shall file a written statement of such desire with the Superintendent.

## **ARTICLE IX LAYOFF AND RECALL**

### **Section 1.**

In the event of a reduction in the work force, the employee having the least seniority in the job classification to which the layoff applies may replace an employee in the same, comparable, or a lower job classification provided the replacing employee:

- a. has more overall seniority than the employee she/he replaces;
- b. is most qualified to perform the duties as determined by the Superintendent.

### **Section 2.**

Employees who bump into a lower or comparable job classification shall be placed on the same step in the new classification that had been achieved in the previous job classification at the time of layoff.

### **Section 3.**

An employee who has been laid off and subsequently rehired within the recall period shall have her/his sick leave and seniority restored. If an employee would have received a salary increase but for the layoff and is subsequently recalled within the time periods and provisions of this Agreement, that employee will receive the salary increase.

### **Section 4.**

Any employee who is laid off may have her/his name placed on a recall list for a period of two (2) years subject to a recall in order of seniority, from highest to lowest. The laid off individual shall have the right to be recalled if a position shall become vacant. The choice of the employee to be rehired shall be based upon seniority within job classification, provided the employee can, in the judgment of the superintendent, satisfactorily perform the work available.

Notice of recall shall be sent to the last known address of the employee, at least ten (10) working days before she/he must begin work. Employees on a recall list shall notify the personnel department of any address changes.

An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be deemed to be a refusal to accept re-employment.

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

All rights under this article shall terminate upon refusal of recall.

#### **Section 5.**

In the event of a budgetary problem necessitating the possible layoff of employees, the Board will notify the Union prior to any notification of employees. The employee being terminated shall be notified in writing at least two (2) weeks before the layoff, whenever possible.

#### **Section 6.**

For purposes of bumping, classification shall be as follows:

- a. Administrative Secretary/Payroll Bookkeeper/Special Education Secretary
- b. Accounts Payable
- c. Clerk/Receptionist

### **ARTICLE X PERSONNEL RECORDS**

#### **Section 1.**

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

#### **Section 2.**

No written evaluations, written warnings, reprimands, or notice of other disciplinary action of an employee shall be placed in her/his personnel file without notice to the employee. Delivery of a copy to an employee marked "cc: Personnel File" shall be adequate notice.

#### **Section 3.**

An employee may attach a comment to an evaluation which she/he disagrees with, which will be kept in her/his personnel file.

### **ARTICLE XI LEAVE PROVISIONS**

#### **Section 1. Sick Leave.**

Employees shall receive eleven (11) paid sick days per year with a maximum accrual of eighty-five (85) days. A sick day will be paid as the regular number of hours worked in a day.

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. to meet emergency dental or medical appointments with the approval of the supervisor. Sick days are charged in half-day increments.
- d. Up to five (5) days per year for illness in the immediate family which requires the employee's presence. Immediate family shall include the following members only: spouse, parent, step-parent, child, step-child, brother, sister, or a family member living in the employee's home.

Employees whose attendance illustrates a pattern of sick time abuse may be required to obtain a physician's note. The requirement will be imposed at the discretion of the Superintendent or her/his designee. The employee will be notified in advance of the next absence that a note will be required. Failure to furnish a physician's note will result in disciplinary action.

## **Section 2. Leaves for temporary disability.**

Whenever employees are disabled because of illness, injury, or reasons of maternity, they are contractually entitled to accumulated sick leave for the period of actual disability.

Following childbirth or other medical procedure, medical documentation of the duration of the disability may be required. When an employee is considered able to return to work, she/he shall provide documentation indicating the date said employee may resume work.

For sick leave of greater than three (3) days' duration if in the judgment of the Superintendent or her/his designee there is evidence of sick leave abuse, a physician's statement verifying an employee's illness may be required.

## **Section 3. Workers' Compensation.**

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

The Board covers all employees with worker's compensation insurance which pays an eligible employee a percentage of her/his earnings during the period of absence. The difference between her/his worker's compensation and her/his current straight-time wages shall be provided by the Board for a total period not to exceed forty-five (45) days. An injured employee shall be eligible for the differential only if the injury was not the result of the employee's negligence. Said amount shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules, and regulations of the Board and carrier.

In exceptional cases the Board may grant additional injury leave beyond the original forty-five (45) days, upon request of the employee and analysis of the original case. If the Board refuses to grant additional injury leave beyond the original forty-five (45) days, an employee may elect to use a portion of sick leave.

An employee may request the use of her/his sick leave or vacation pay while awaiting worker's compensation payments. When the compensation check is paid, it will be sent to the Board, who will audit the time and make the necessary adjustments.

#### **Section 4. Personal Leave**

Employees may be allowed up to a total of four (4) days of absence without loss of pay and

without deductions from sick leave for personal business that cannot be transacted outside of regular work hours, legal obligations, or religious holidays. Personal days are not cumulative. Personal leave may be used as follows:

- a. Days may not be taken in a continuous manner except with the approval of the superintendent.
- b. The employee must indicate the reason for which the leave is being taken.
- c. Except in cases of emergency, an employee requesting personal leave must notify her/his supervisor in writing at least two (2) school days prior to taking such leave. In an emergency, an employee requesting leave must leave a message for their supervisor prior to the start of the school day. Exceptions shall be made in extenuating circumstances.
- d. Personal leave will not be used to extend vacations or holidays except in extraordinary circumstances and only with the prior approval of the Superintendent.
- e. Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the superintendent.
- f. Absences for any reason not covered by the above provisions and permitted by the superintendent shall result in loss of wages for each day not worked. Such absences shall be reviewed on a case-by-case basis.

#### **Section 5. Bereavement leave**

- a. In the event of a death in the immediate family of the employee, such employee may utilize up to five (5) consecutive work days of bereavement leave with pay. One (1) day per year is available to an employee for attendance at a funeral or a close friend of family member other than an immediate family member.
- b. Additional bereavement time may be granted by the Superintendent. Such time shall be paid leave and will be at the sole discretion of the Superintendent.
- c. Immediate family is defined as husband, wife, father, mother, step-parent, step-brother, step-sister, sister, brother, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, child, or stepchild, or any relative who is a member of the employee's household.

#### **Section 6. Military leave.**

Military leave shall be granted in accordance with Connecticut law.

### **Section 7. Jury duty.**

An employee shall notify his/her supervisor upon receipt of the notice of jury call. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty before 12:00 p.m. shall return to work.

### **Section 8. Leaves of absence.**

Upon exhaustion of sick leave, an employee may request an unpaid leave of absence. Such leave may be granted by the Board, with the position held for up to sixty (60) days. If the employee needs additional time, the Board may, at its discretion, grant additional leave and offer the employee a position with equal hours and pay when the employee is able to return.

### **Section 9. Seniority.**

Seniority will continue to accrue while an employee is receiving paid leave and will not be broken if the employee returns to her/his job upon conclusion of leave. Seniority will be interrupted during further periods of authorized unpaid leave and will resume upon return to work if within the authorized time.

### **Section 10. Storm and emergency closings.**

If school does not open to students only as a result of a storm or emergency closing, employees who work only when students are present shall not report to work. All other employees shall make a reasonable effort to report to work. Those employees who are unable to report to work due to weather conditions may charge up to four (4) days (based on a regular employee day) per fiscal year to personal leave or vacation leave. In the absence of the aforementioned leave the employee's wages shall be docked. If school opens late or closes early, employees shall work only as required by the Superintendent or his/her designee and shall be paid for the full day.

### **Section 11. Separation of service.**

Upon completion of ten (10) years of continuous service with the Board, and if the total years of service, plus the person's age, equals at least sixty (60), she/ he or the legal representative of her / his estate, shall be compensated at the employee's applicable wage rate for thirty-five percent (35%) of the total accrued and unused sick leave.

## **ARTICLE XII VACATION**

### **Section 1.**

All year-round employees, covered under the terms of this Agreement, shall annually be entitled to paid vacation time as follows:

- 0-2 years of service — One (1) week
- 3-5 years of service — Two (2) weeks
- 6-11 years of service — Three (3) weeks
- 12+ years of service — Four (4) weeks

**Section 2.**

For determination of vacation time, years of employment with the Board shall be counted. The vacation year will begin July 1, and employees who start work after July 1 will have their vacation time prorated.

**Section 3.**

Vacation time must be mutually agreed upon between the employee and the Superintendent in advance. Ultimately, the needs of the school system must be considered.

**Section 4.**

Vacation time cannot be carried into next year.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

**Section 1.**

A "grievance" shall mean a claim by the Union, an employee or a group of employees covered by this Agreement that his/her rights under the specific language of this agreement have been violated or that there has been a misinterpretation, or misapplication of a specific section of this Agreement. It is understood and agreed that handbooks, Board policy manuals, or excerpts thereof are not, nor can they be construed, to be part of this Agreement.

A "grievant" is the Union or a member or the members of the bargaining unit who are allegedly affected by the claim.

"Days" shall mean working school days, except after school closes for the school year and "days" shall then mean workdays Monday through Friday excluding holidays.

**Section 2.**

A grievance shall be processed in accordance with the procedure herein. A grievance filed at any level of this procedure must be in writing and must contain the following information:

1. the name of the grievant;
2. a statement of the nature of the grievance;
3. a statement of the provisions of the contract allegedly misinterpreted, violated, or misapplied; and
4. the remedy requested

### **Section 3.**

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

### **Section 4. Time Limits**

- a. A grievance shall be deemed waived unless submitted, as provided for herein, within fifteen (15) working days after the occurrence of the action giving rise to the grievance.
- b. If the time limits for submission to the next step are not met by the grievant, the grievance shall be presumed settled. If the employer does not meet the time limits, the grievance will be automatically processed at the next step extensions may be afforded either party by mutual consent in writing.

### **Section 5.**

#### **Step 1. Principal or supervisor**

If an employee feels that she/he may have a grievance, she/he may first discuss the matter with the Principal or supervisor in an effort to resolve the problem informally. If the

grievant is not satisfied with such informal discussions, she/he shall reduce the grievance to writing and submit it within the time limit of Section 1 to the Principal or supervisor. The Principal shall respond to the grievance in writing within ten (10) working days from the date the grievance was submitted.

#### **Step 2. Superintendent of Schools**

If the grievance is not resolved at Step 1 or if no decision is rendered within ten (10) working days of the filing at Step 1, the grievant shall within five (5) working days from receipt of the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written, grievance with the Superintendent or designee.

The Superintendent or designee may, within ten (10) working days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. The Superintendent or designee shall, within five (5) working days after the meeting, or in the event no such meeting is held, within fifteen (15) working days after receipt of the grievance, render her/his decision and reasons in writing to the grievant with a copy to the Union president.

#### **Step 3. Board of Education.**

If the grievance is not resolved at Step 2, or if no decision is rendered within five (5) working days after a meeting at Step 2, or in the event no such meeting is held, within fifteen (15) working days after presentation of the grievance at Step 2, the grievant shall

within five (5) working days from receipt of the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written grievance with the Board, with a copy to the Superintendent.

The Board or a committee thereof may schedule at its discretion a meeting to consider the grievance; the meeting, if any, shall be scheduled within twenty (20) working days of receipt of the written grievance. If the Board does not schedule a meeting, the grievant will be so notified within ten (10) days of receipt of the grievance. The Board or a committee thereof shall, within ten (10) working days of the meeting, or in the event no such meeting is held, within twenty (20) working days of receipt of the written grievance, render its decision in writing to the grievant, with a copy to the Union president.

#### **Step 4. Arbitration**

If the Union is not satisfied with the disposition of the grievance at Step 3, it may, within fifteen (15) working days from when the decision is rendered, submit the grievance to arbitration with the American Arbitration Association (AAA) or with a mutually agreed upon arbitrator selected by the parties. If no mutually agreed upon arbitrator can be selected within thirty (30) days from the application for the arbitration step by the Union, the grievance will be submitted to AAA in accordance with its rules. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, modify, amend, subtract or eliminate any provision of this agreement by the arbitration award. The arbitrator shall be bound by and must comply with all the terms of the collective bargaining agreement. The parties shall share equally the costs of the arbitration.

### **Section 6.**

Any time limits specified within this Article, except for the initial filing of the grievance, may be extended by written mutual agreement of the Union and the Board. If a grievance is not submitted to a higher step under the timelines and procedures set forth herein, it shall be deemed settled on the basis of the Board's answer in the last step considered.

## **ARTICLE XIV INSURANCE BENEFITS**

### **Section 1.**

The Board shall provide and pay for individual or family health, dental, group life in the amount of \$30,000 with accidental death and dismemberment rider (employee only), disability (\$100) for twenty-six (26) weeks (employee only) coverage for employees who work a minimum of thirty (30) hours a week, in accordance with the Board's insurance plan. There is no cap on prescription drugs. No employee will be eligible to receive insurance until the expiration of the probationary period as described herein.



## **Section 2.**

Employees shall pay the following percentages for the following insurance plans:

	2016-2017	2017-2018	2018-2019
Health Savings Account	10%	10.5%	11%
Century Preferred PPO	17%	18%	19%

### **Health Savings Account (HSA)**

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) 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 will 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.

## **Section 3.**

Then Board maintains the prerogative to change insurance carriers and coverage with eight (8) weeks' advance notice to the Union. Providing the new plan's benefits are comparable, but not significantly less than, the current plan's benefits.

## **Section 4.**

Premium cost sharing shall be made through payroll deduction. Employees shall execute the appropriate forms for such deductions in order to receive insurance benefits.

## **Section 5.**

Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a Section 125 salary reduction program which shall be designated to permit exclusion from taxable income the employee's share of health insurance premiums.

## **Section 6.**

Employees may elect to carry health insurance upon retirement at group rates at their own expense as long as the carrier agrees.

# **ARTICLE XV WAGES**

## **Section 1.**

The Superintendent may, at her/his discretion, credit experience, or training when determining the starting rate of new employees within the existing range for that position. However, no new

employee shall be hired at a rate higher than a current employee with five (5) years of service in the classification.

**Section 2.**

An employee's salary increase or a portion thereof, may be withheld when such employee's job performance is judged unsatisfactory by the Superintendent. If an employee's salary increase is withheld, the Superintendent will review the decision to withhold within three (3) months, and, if warranted, make adjustments at that time.

**Section 3.**

Wages for the duration of the contract are attached in Appendix A.

**Section 4.**

The Board shall utilize direct deposit for all employees at a qualified institution of employees choosing.

**ARTICLE XVI  
DISCIPLINARY ACTION**

**Section 1.**

Suspensions or terminations with or without pay shall be grievable, according to the contract.

**Section 2.**

An employee who is questioned regarding discipline likely to result in suspension or dismissal will be notified of the right to bring a union steward or staff representative to the meeting.

**Section 3.**

If, during a meeting with management, an employee believes and management confirms that the

direction of questioning is likely to lead to discipline; the meeting will be suspended until the first available union representative can be present.

**Section 4.**

The union shall be notified in writing whenever an employee is suspended or discharged. Such notification shall be made to the union offices as concurrently as possible with the discipline.

**ARTICLE XVII  
FULL AND COMPLETE AGREEMENT**

All past practices, procedures, and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

## **ARTICLE XVIII SAVINGS CLAUSE**

If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid:

- a. the parties agree to negotiate immediately a substitute for the invalidated section, sentence, clause, or phrase;
- b. the remaining sections of this contract will remain in full effect. It is not the intention of either party to render the entire contract null and void because one part may be found inoperative, void, or invalid,

## **ARTICLE XIX AMENDMENT**

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Union, which amendment shall be appended hereto and become part thereof.

## **ARTICLE XX HOLIDAYS**

### **Section 1.**

All twelve-month employees are entitled to fourteen (14) paid holidays per year as follows:

Two (2) Floating Holidays	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

### **Section 2. School Year**

All ten-month employees are entitled to eleven (11) paid holidays per year as follows:

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

### **Section 3.**

All part-time employees are entitled to their normal daily rate of pay for the holidays listed in Section 2.

#### **Section 4.**

State statute shall be used to determine the day on which the holiday is celebrated. Should school be held on a holiday listed in Sections 1 and 2, the holiday will be replaced by a floating holiday as designated by the Board of Education.

#### **Section 5.**

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

### **ARTICLE XXI EMPLOYEE EXPENSE**

#### **Section 1.**

Employees who are authorized in advance to use their own vehicles for school business shall be entitled to compensation at the IRS rate.

#### **Section 2.**

Employees will not be obligated to use their cars to transport children.

#### **Section 3.**

Upon approval of the Superintendent and subsequent receipt of a passing grade, an employee may be reimbursed up to a maximum of two hundred fifty dollars (\$250) per year of her/his educational expenses. Reimbursable expenses shall include tuition, fees, and books. Approval shall be granted only if the Superintendent finds that the course is beneficial to the employee's position and if the school budget can meet such expense. Employees who do not receive approval for education reimbursement shall not have access to the grievance procedure.

Employees wishing to apply for such reimbursement shall apply only in writing, in advance of enrollment in such course, to the Superintendent. Such applications must include: a

recommendation from the employee's Principal or supervisor for such course, the name of the school or college, course name, class information, and detailed information of how such a course will upgrade the skills and/or knowledge necessary for performing the employee's job. Approval or disapproval will occur within ten (10) calendar days of the employee's request.

**ARTICLE XXII  
JOB DESCRIPTION**

The Board shall provide the Union with copies of any new proposed job descriptions two (2) weeks prior to implementation. The Board shall negotiate with the Union the impact of any changes to the existing job descriptions.

**ARTICLE XXIII  
UNION BUSINESS LEAVE**

Two (2) personal leave days should be available to the bargaining unit as a whole to use for Union business each year. Union leave may not exceed two (2) days total for the entire bargaining unit per year and shall be used for steward's training, Union convention, and seminars. In order to take leave under this Article, a note from the Union steward will be required with the request for leave

**ARTICLE XXIV  
TRAINING**

**Section 1.**

The Board will provide and pay the cost of specific training directly related to an employee's job description as recommended by the State or Superintendent. Employees will be paid while attending training sessions.

**ARTICLE XXV  
DURATION**

**Section 1.**


The Board and the Union agree that this Agreement shall be in full force and effect from July 1, 2016 through June 30, 2019. Either party may notify the other party of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining prior to March 1, 2019.

**Section 2.**

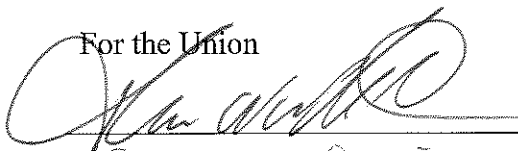
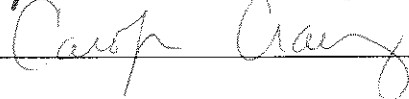
This agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS THEREOF, the parties hereto have set their hands on this 12th day of April, 2016.

For the Board of Education

  
\_\_\_\_\_

For the Union

  
  
\_\_\_\_\_

## Appendix A

### Wage Table

	7/1/2016	7/1/2017	7/1/2018
Receptionist/Clerk			
Step 1 (0-3 yrs)	15.01	15.38	15.77
Step 2 (4-6 yrs)	15.09	15.47	15.85
Step 3 (7-12 yrs)	15.38	15.76	16.15
Step 4 (12+ yrs)	15.76	16.16	16.56
Sec Bookkeeper			
Step 1 (0-3 yrs)	18.45	18.91	19.38
Step 2 (4-6 yrs)	19.00	19.48	19.97
Step 3 (7-12 yrs)	19.58	20.07	20.57
Step 4 (12+ yrs)	20.07	20.57	21.09
Secretary			
Step 1 (0-3 yrs)	16.00	16.40	16.81
Step 2 (4-6 yrs)	16.48	16.89	17.32
Step 3 (7-12 yrs)	16.97	17.40	17.83
Step 4 (12+ yrs)	17.39	17.83	18.27
Acct. Payable Clerk			
Step 1 (0-3 yrs)	16.40	16.81	17.23
Step 2 (4-6 yrs)	16.89	17.31	17.75
Step 3 (7-12 yrs)	17.41	17.85	18.30
Step 4 (12+ yrs)	17.85	18.29	18.75