COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CROMWELL BOARD OF EDUCATION

AND

LOCAL 1303-280 OF COUNCIL #4

AFSCME, AFL-CIO

JULY 1, 2017 - JUNE 30, 2020

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE I 1
RECOGNITION 1
ARTICLE II 1
NON-DISCRIMINATION 1
ARTICLE III 1
UNION SECURITY 1
ARTICLE IV 2
NO STRIKES - NO LOCKOUTS 2
ARTICLE V 2
RIGHTS OF MANAGEMENT 2
ARTICLE VI 3
SENIORITY 3
ARTICLE VII 3
LAYOFF AND RECALL 3
ARTICLE VIII 4
VACANCIES, PROMOTIONS AND TRANSFERS 4
ARTICLE IX 4
VISITATION 4
ARTICLE X 5
RESIDENCY 5
ARTICLE XI 5
HOURS OF WORK 5
ARTICLE XII 6
HOLIDAYS 6
ARTICLE XIII 6
WAGES 7
ARTICLE XIV 7
LEAVE PROVISIONS 7
ARTICLE XV 10
INSURANCE AND PENSIONS 10
ARTICLE XVI 12
GRIEVANCE PROCEDURE 12
ARTICLE XVII 14
DISCIPLINE 14
ARTICLE XVIII 14
MISCELLANEOUS 14
ARTICLE XIX 15
COMPLETE AGREEMENT 15
ARTICLE XX 15
SAVINGS CLAUSE 15
ARTICLE XXI 15
DURATION 16
SCHEDULE A 18
WAGE SCHEDULES 18

PREAMBLE

This Agreement is made and entered into this _____day of July, 2017, between the Cromwell Board of Education hereinafter referred to as the "Employer" and or "Board" and Local 1303-280 of Council #4, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

Pursuant to the Recognition Agreement in resolution of Case Nos. ME 13269, 13326 and 13270, the Board hereby recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours of work and other conditions of employment, within the meaning of the Municipal Employees Relations Act, Conn. Gen. Stat. 7-467 set seq. for the following employees who work 20 or more hours per week: school nurses, nurse coordinator, teacher tutor, paraprofessionals and transportation coordinator.

ARTICLE II
NON-DISCRIMINATION

The parties agree not to discriminate against any employee for any illegal reason including age, sex, marital status, race, color, religious belief, national origin, disability, or participation or lack of participation in union activities. This article is not subject to grievance process in Article XVI.

ARTICLE III
UNION SECURITY

Section 3.0

All employees in the bargaining unit shall, as a condition of employment, become or remain a member of the Union in good standing, or in lieu of Union membership, pay a service fee allowable by law, for the duration of this Agreement or any extension thereof.

Section 3.1

Upon receipt of individual written authorization from Union members, the Board agrees to deduct Union dues monthly, each full month worked, from earned wages and remit promptly to AFSCME, 444 East Main Street, New Britain, CT 06051, not later than the 20th day of each month.

The deduction for any month shall be made during the first payroll week for each month and shall be remitted to the Financial Officer of the Union not later than the 20th day of said month.

The monthly remittance of dues or service fees to the Union will be accompanied by a list of names of employees from whose wages dues or service fee deductions have been made.

Section 3.2

The Board will, within fifteen (15) working days after receipt of notice from the Union, notify any employee who is not a member in good standing in the Union or does not pay to the Union a fee as established by the Union as required by the preceding paragraphs, of such violation of the contract.

Section 3.3

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees, that shall arise out of the administration or enforcement of this Article.

Section 3.4

The Board will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire.

ARTICLE IV
NO STRIKES - NO LOCKOUTS

Section 4.0

Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, or other concerted withholding of services.

Section 4.1

The Union shall exert its best efforts to prevent or terminate any violation of Section 4.0 of this Article.

Section 4.2

The Employer agrees that during the life of this Agreement there shall be no lockout.

ARTICLE V
RIGHTS OF MANAGEMENT

Section 5.0

Unless expressly and specifically limited, modified or abridged or relinquished by a specific provision of this Agreement and whether exercised or not, the rights, powers and authority heretofore held by the Board of Education pursuant to any charter, general or specific statute, ordinance, regulation or other lawful provision over the complete operations, practices, procedures and regulations with respect to employees of the Board shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board employees; to determine the standards of selection for Board employment; to direct its employees; to take disciplinary action; to relieve its employees from duty because of lack of work; to issue rules and regulations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities.

ARTICLE VI
SENIORITY

Section 6.0

Seniority for purposes other than Article VII of this Agreement shall mean the length of continuous service with the Board in one of the positions covered by this Agreement. No employee shall attain seniority or other rights under this agreement until he/she has been continuously employed by the Board for a period of six (6) months. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon successful completion of the probationary period, an employee shall acquire seniority retroactive to his/her first day of employment.

Section 6.1

The Board shall prepare a list of employees represented by the Union, showing their seniority in time of service with the Board and their rate of pay, and deliver the same to the Union within ninety (90) days of the signing and anniversary dates of the contract.

ARTICLE VII
LAYOFF AND RECALL

Section 7.0

Four (4) separate seniority lists shall be established as follows for purposes of layoff, and vacancies, as follows:

A. Paraprofessional

B. Nurses/Coordinator

C. Teacher Tutor

D. Transportation Coordinator

Section 7.1

The Board shall provide written notice to an employee scheduled for layoff within four (4) weeks of final budget approval.

Section 7.2

Layoff shall be based on reverse order of seniority. In the event of a layoff, the least senior employee in a particular classification shall be laid off first.

Section 7.3

The laid-off individual's name shall be placed on a recall list for a period of one (1) year subject to recall in the inverse order of lay-off (from highest to lowest) and shall have the right to be recalled to the position from which he/she was laid off, if the position should become vacant or be reinstated, or to a position with less hours. The choice of employees to be rehired shall be based upon seniority, provided the employee can satisfactorily perform the work available.

Section 7.4

No person shall be newly employed in a position that includes an individual on the recall list until all persons on the recall list have been notified by certified mail sent to the individual's last known address and such individuals either are offered employment, or decline such re-employment offer. It shall be the laid off individual's responsibility to notify the Board of his/her current address. 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 refusal to accept re-employment. Returning individuals must return to work within thirty (30) calendar days from the date of the mailing of the notification. A failure to return to work within the thirty (30) day period shall be deemed a refusal to accept employment.

Section 7.5

With the exception of duties assumed by certified employees, the work of employees who are laid off shall not be assigned to employees who are not members of the bargaining unit.

ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS

Section 8.0

All job vacancies shall be posted simultaneously in each school and at the office of the Board of Education, and outside the school system, for a period of ten (10) working days. Qualified in-house applicants will at least be granted an interview.

Section 8.1

No new employee shall be hired on a permanent basis until the posting procedure has been followed.

Section 8.2

The Union President shall be notified in writing of the selected employee.

Section 8.3

If the qualifications and special training of the applicants for any vacant position are equal, the most senior qualified bargaining unit employee will be given preference.

Section 8.4

While the Board reserves the right to transfer employees, the involuntary transfer shall be made only after a meeting with the employee, the Superintedent or designee and Union Representative at which time the employee shall be notified of the reasons to the transfer. Such transfers shall not be subject to the contractual grievance process.

ARTICLE IX
VISITATION

A duly authorized non-employee representative of the Union shall have the privilege of visiting the premises of the Board during working hours, at reasonable times, to discuss grievances involving provisions of the Agreement, provided, however, that such representative shall notify the Board's representative in advance of his or her visits and shall not cause any interference or

delay in the operation of the school system or the productivity of bargaining unit employees. The Board reserves the right to request that any visits be rescheduled at the mutual convenience of the parties involved.

ARTICLE X
RESIDENCY

The parties agree that it shall not be a condition of employment to reside in the Town of Cromwell.

ARTICLE XI
HOURS OF WORK

Section 11.0

A. Full-time paraprofessionals will be paid for a minimum of six (6) hours of work and shall receive an unpaid thirty (30) minute duty-free lunch period. Full-time paraprofessionals will be at their location of employment for at least a total of six and one-half (6½) hours per day. Teaching paraprofessionals are not expected to work after students have been dismissed on the last school day prior to Thanksgiving and Christmas, even though they will be paid for six (6) hours on those days.

   Except for paraprofessionals funded with federal or state grants, the work year shall be at least 184 school days.

B. Overtime

   It is understood that principals may assign teaching paraprofessionals lunch period duty or bus duty or other similar functions in the absence of other personnel who are normally assigned to those duties.

C. Summer school assignments will be based upon seniority.

Section 11.1

A. The regular work day for the RN Coordinator will be eight (8) hours per day, and for Staff RNs shall be seven (7) hours per day, including a paid one half (1/2) hour lunch period.

   The work year shall be at least 184 school days and an additional five (5) work days assigned by the Superintendent during the summer recess.

B. Upon request, Nurses will act as resource persons when questions related to their area of expertise are raised in the classroom. Nurses will be expected to cooperate with teachers and may be asked to work with them in the classroom. However, Nurses will not be expected to have primary responsibility for planning and/or teaching health classes. This provision is not meant to describe the Nurses' duties in their entirety, but only to clarify the Nurses' function in the classroom.

C. If a School Nurse (RN) is required to be on-call, covering more than one (1) school due to unavailability of substitute coverage, the Nurse shall receive compensation in the amount of $75.00 for over three and one half (3.5) hours of coverage.

Section 11.2

All employees shall be released when students are released on the day before Thanksgiving and the day before Christmas. On all early release inclement weather days and any early release day, employees may be released early with no loss of pay at the discretion of the Superintendent or his/her designee.

Section 11.3

In the event the school and school offices open late because of an emergency (storms, loss of heat, etc.) employees shall be required to report to work by the conclusion of the length of the delay period after the normal start of the work day. Employees will be compensated at their regular rate of pay for the period of the delay if they are required to report to work on time when the school and school offices have a delayed opening.

ARTICLE XII
HOLIDAYS

Section 12.0

All ten (10) month employees who work at least thirty (30) hours per week shall receive the following holidays with pay:

Thanksgiving	Christmas
Martin Luther King Day	Memorial Day
Labor Day	Day after Thanksgiving

Effective July 1, 2017 the above mentioned employees shall receive an additional paid holiday; New Years Day.
Effective July 1, 2018 the above mentioned employees shall receive an additional paid holiday; Columbus Day.
Effective July 1, 2019 the above mentioned employees shall receive an additional paid holiday; President's Day.

Section 12.1

The above holidays shall be celebrated on the date declared by the federal or state governments or in lieu thereof, by the Board of Education, as the official day of celebration and only when school is not in session.

The granting of holiday pay is subject to the employee working on the scheduled work day falling immediately prior to and immediately after the holiday, with the exception of illness or vacation day(s). If a holiday occurs during an employee's paid vacation period, he/she shall be entitled to an additional vacation day with pay.

ARTICLE XIII

WAGES

Section 13.0

Wage increases will be paid as per Schedule A commencing with the wage increase date of July 1, 2017.

Whenever a principal requests a teaching paraprofessional to substitute for a teacher or to replace a secretary for the following time periods, in any day, that teaching paraprofessional will be paid an additional stipend for such coverage in addition to his/her regularly scheduled hourly rate of pay:

In between 40 minutes and 2 hours of coverage -	$25 stipend
At least 2 hours of coverage -	$45 stipend

ARTICLE XIV
LEAVE PROVISIONS

Section 14.0 - Sick Leave

A. All employees will receive twelve and one-half (12½) days per year. Such sick days to accrue at the rate of one and one quarter (1 1/4) days per month beginning with the start of the school year.

All sick leave may be accumulated to a maximum of one hundred and thirty (130) days.

B. Sick leave may be used for the following purposes:

(a) Personal illness or injury

(b) Enforced quarantine of the employee in accordance with community health regulations.

(c) In the event of serious illness or injury to a member of the immediate family creating an emergency, provided no more than three (3) days of sick leave per school year shall be granted. "Immediate family" means husband, wife, father, mother, sister, brother, child, grandchild or grandparents, and also any relative who is domiciled in the employee's household.

(d) Non routine medical.

Section 14.1 - Payment of Unused Sick Leave

Employees hired before July 1, 2014 who retire with ten (10) years of continuous full-time (30 hours or more per week) Board service shall receive, on the basis of his/her current wages, twenty-five (25) percent compensation of all unused accumulated sick leave. In the event of an employee's death, his/her spouse or beneficiary shall receive, on the basis of the employee's current wages, twenty-five (25) percent compensation for all unused accumulated sick leave provided the employee worked for the Board on a full-time basis for ten (10) consecutive years.

Section 14.2 - Sick Leave Bank

For the purpose of providing additional coverage after exhaustion of all the individual's leave, in the event of serious illness as evidenced by medical certification, the Board and the Union established a Sick Leave Bank effective July 1, 2007.

A. Participation by members of the bargaining unit shall be mandatory. Each Union member shall contribute one (1) day of accumulated sick leave each year to the Sick Leave Bank. This will come out of the first pay period.

B. The Sick Leave Bank shall be administered by a committee of one representative selected by the Superintendent of Schools, one selected by the Union and one representative selected by vote of the above-mentioned two representatives. This committee shall consider the eligibility of Union members to draw from the bank.

C. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a Union member to draw from the bank and determining the amount of leave:

1. A union member must have completed two (2) years of service in Cromwell.
2. A union member must have used up all accumulated leave.
3. A union member must submit medical evidence to support the fact a serious and lengthy illness existed that is not covered by workers' compensation.
4. All applications shall be kept in the strictest confidence.

D. Upon compliance with Section C, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank to each employee during the employee's entire working relationship with the Board. The cumulative total of the two (2) grants shall not exceed ninety (90) days.

E. The Sick Leave Bank shall have a minimum of twenty (20) days in reserve. If the number of days falls below 20, the Sick Leave Bank Committee may request an additional day be deducted from each member. Such mid-year deductions shall not be mandatory. However the total number of Sick Leave Bank days in reserve shall not exceed two hundred (200). In the event the 200 maximum would be exceeded, then Section A of this Article would not be reapplied at the beginning of a work year.

F. The decisions of the Sick Leave Bank Committee shall be final and binding and not be subject to the grievance procedure or arbitration.

Section 14.3 - Personal Days

A. Employees who work at least thirty (30) hours per week shall be provided with up to five (5) personal days with pay each school year for absences caused by death in the immediate family (including attendance at the resulting funeral), care of ill members of the immediate family, religious holidays, attendance at the graduation exercise or travel

to a graduation of self or an immediate family member, marriage of self or a member of the immediate family, and compulsory legal matters. The immediate family shall be defined to include parents, spouse, child, siblings, grandparents, grandchildren, spouse's parents, legal guardian, and any individual living in the employee's household. Under unusual circumstances, the Superintendent of Schools may, in a particular instance, extend the definition of immediate family to include relatives other than those specified above or extend the maximum allowance of five (5) days per year. Members will only be required to check personal or personal/personal day leave only on the provided form.

B. For one of the personal days, an employee need not provide a reason other than "personal/personal."

C. Personal days may not be taken the day before or after a vacation, school recess or a legal holiday.

D. To qualify for such leave, the employee must request it through the Superintendent of Schools or his/her designee stating reasons and, whenever possible, must make the request at least seventy two (72) hours in advance.

E. No more than four members of the unit from a single school shall be granted such a personal day on the same date. Such requests shall be granted in the order of receipt by the Superintendent of Schools or his/her designee.

Section 14.4 - Jury Duty

Absence for jury duty during the school year shall be granted when an employee is required to serve. Such employee will be compensated the difference between the amount he/she receives for jury duty and the amount he/she would normally earn for a regular work day, including overtime. Employees must notify their Supervisor immediately on receipt of jury notices.

Section 14.5 Unpaid Leave

Any bargaining unit employee may request, for medical or other personal reasons, an unpaid leave of absence of up to one semester. Such request may be granted in the sole discretion of the Board of Education. No benefits will accrue during the unpaid leave except that the employee shall have access to group rates for medical insurance. The Board, in its discretion, may extend such leave.

Section 14.6 - Professional Leave

Paid employee absences to attend recognized educational meetings and career enhancement workshops and conferences may be authorized at the sole discretion of the Superintendent of Schools or his/her designee on the basis of written requests submitted at least one (1) week in advance of the requested absence. Reimbursement for registration and materials for said meetings, workshops and/or conferences may be authorized at the sole discretion of the Superintendent of Schools or his/her designee provided the employee submits in advance a written request to the Building Principal and to the Superintendent.

The Board, in its sole discretion, may appropriate and authorize funds to be used for payment of the reasonable expenses by an employee who attends professional workshops, seminars and conferences authorized in advance by the Superintendent of Schools or his/her designee. An employee request for reimbursement must be submitted in advance, in writing, to the

Superintendent of Schools or his/her designee, together with a description of the arrangement(s) for such a meeting. Employees whose requests are approved shall receive reimbursement.

Section 14.7 – Professional Development

The Board shall provide up to six (6) hours before the commencement of the student school year for paraprofessionals to work with relevant teachers and/or administrators, review records and/or receive training relevant to their job duties.

ARTICLE XV
INSURANCE AND PENSIONS

Section 15.0

A. All employees shall be eligible to enroll in a High Deductible Health Plan ("HDHP") with a Health Savings Account or Health Reimbursement Account during the life of this 2017-2020 Agreement. Both plans utilize the same local and national network of providers.

The HDHP is the base plan for all employees.

Plan Design

The High Deductible Health Plan with Health Savings Account shall have the following elements:

	In Network Expenses	Out of Network Expenses
Base Insurance Plan	PPO (FlexPOS)	
Annual deductible	$2,500/$5,000	$5,000/$10,000
Co-Insurance	0% after deductible	20% after deductible, up to co-insurance maximum
Co-Insurance Maximum	$0	$5,000/$10,000
Out of Pocket Maximum	$3,500/$7,000	$10,000/$20,000
Preventive Medicine	$0	-
Prescription Drugs	$5/$30/$40	20% after deductible, up to co-insurance maximum

The Board's contribution to the applicable HSA deductible during the term of this contract shall be as follows: For each member who elects to participate in the HSA-HDHP, the board will deposit into the member's HSA account one thousand two hundred fifty dollars ($1,250) for single coverage and two thousand five hundred dollars ($2,500) for two person family coverage in each year the member selects HSA-HDHP coverage. The Board's contributions toward the applicable HSA deductible amount will be deposited into the employee's HSA account at the commencement of each school 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.

1. Commencing with the 2017-2020 work year employees shall contribute the following towards the cost of the annual premium of the High Deductible Health Plan:

Work Year	Employee	Board
2017-2018	17%	83%
2018-2019	18%	82%
2019-2020	19%	81%

2. Blue Cross full service dental plan. The employee will contribute the following amount towards the annual premium for individual and family dental coverage during each year of the current agreement:

2017-2018	21.5%
2018-2019	22%
2019-2020	22.5%

Employees may elect coverage under Dental Rider A. The cost of such coverage shall be borne entirely by the employee. The offering of each Rider will be determined annually contingent on an enrollment of 75% of eligible Board of Education employees.

D. Group Life Insurance coverage of $40,000 for all employees.

E. The Board reserves the right to change insurance carriers at any time, provided that the overall level of benefits remains substantially equivalent to those currently offered. At least sixty (60) days prior to changing carriers, the Board or its designee shall notify the President of the Union in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Union and the Board disagree that the changes proposed will provide equivalent coverage, benefits and administration, the disagreement(s) shall be subject to impartial arbitration, as set forth in Article XVI of this Agreement.

F. Employees who are on leave of absence shall have the opportunity to continue under group coverage at their own expense to the extent permitted by the carrier.

G. A flexible spending account as per IRC Section 125 shall be available for employee health insurance premiums.

H. Unemployment Compensation shall be granted according to State regulations.

I. Insurance coverage for all employees shall be for twelve (12) months of the year.

J. Any upgrade in insurance coverage or cost containment that is implemented for any other employees of the Board will automatically give the Union or the Board the right to reopen negotiations on Section 15.0.

K. Employees who retire, as that term is defined in the Town Pension plan document(s), after working fifteen (15) or more consecutive years for the Board, shall be eligible to participate in the Board's health insurance plan(s) at a cost of 100% to the employee, for a period of five years after his/her retirement. The employee's spouse may also

participate in the Board's health insurance plan(s) for the same five year period at a cost of 100% to the employee's spouse.

L. If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulations, during the term of this contrac, the Board and the Union will, upon thre request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

Section 15.1

Eligible employees may continue to participate in the existing pension plan as required by the Master Plan of the Town of Cromwell, subject to the rules and regulations of the Master Plan. The Board shall arrange with the Town of Cromwell to provide periodic informational sessions regarding the Town Pension Plan.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 16.0

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.

Nothing contained herein shall be construed as limiting the right of any member of the Unit to discuss informally a concern or problem with any appropriate member of the school administration.

A "grievance" shall be defined as a complaint by an employee that there has been a violation, a misinterpretation or a misapplication of a specific provision or provisions of the Agreement.

A "grievant" shall mean any employee directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then files a grievance.

The term "days" shall be defined as calendar days.

Section 16.1

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement between the Board or its designee and the Union provided such agreement is in writing and is signed.

Informal Procedure

Prior to filing a complaint, the grievant may discuss the situation with his/her immediate administrator in an attempt to informally resolve the situation.

Level One - Immediate Supervisor

Within ten (10) days after the employee knew or should have known of the alleged grievance, he/she must file a written complaint with his/her immediate administrator, identifying the specific contract language which the grievant alleges to have been violated, misinterpreted, or misapplied. Within ten (10) days after receiving the written grievance the administrator shall meet with the grievant in an attempt to resolve the grievance. If within ten (10) days after such meeting, the supervisor does not render his/her decision in writing after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may apply to Level Two.

Level Two - Superintendent of Schools

An appeal to the Superintendent of Schools must be made in writing within five (5) days after the immediate administrator renders his decision, or within five (5) days after the ten day period set forth in Level Two for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the immediate supervisor. Within ten (10) days after receiving the written grievance, the Superintendent of Schools shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent of Schools shall render his/her decision in writing. If for any reason the Superintendent of Schools does not render his/her decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three.

Level Three – Board of Education

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision submit the grievance to the Board of Education.

The Board of Education shall hold a meeting within ten (10) days after receipt of the grievance, at which time it shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.

The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Union.

Level Four- Arbitration

If the Union is not satisfied with the decision at Level Three, the Union, at its discretion, may submit the dispute to arbitration by notifying, in writing, the Board of the Union's intent within ten (10) days of the receipt of the decision under Level Three, or within five (5) days after the ten (10) day period set forth in Level Three for rendering a decision has expired. The demand for arbitration must set forth the provisions of the contract alleged to have been violated, misapplied, or misinterpreted. The Board will then have fourteen (14) days from the Union's request to select the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association. The arbitrator shall limit his decision to the terms of this agreement, and he/she shall have no authority to add or to subtract from the agreement. The arbitrator's award shall be binding on both parties.

The arbitration fee and expenses shall be borne equally by the parties to this Agreement except that if the Board selects the American Arbitration Association, it shall pay any costs in excess of the filing fee charged by the Connecticut State Board of Mediation and Arbitration.

If a grievance is not filed within the time limits specified herein, then such grievance shall be waived permanently.

Upon the initiating of a formal grievance at Level Two, the grievant may be accompanied by a Union Representative.

ARTICLE XVII
DISCIPLINE

Section 17.0

Disciplinary action" as used in this Article shall include written warning, suspension or discharge. Any disciplinary action shall be applied for just cause. Employees may request the attendance of a Union Representative at a disciplinary conference.

Section 17.1

All disciplinary action shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

Section 17.2

Disciplinary action" as used in this Article shall include written warning, suspension or discharge and shall normally follow this order unless the facts of the situation indicate an offense sufficiently serious to eliminate a step or steps listed above.

Serious misconduct may be grounds for immediate suspension or discharge. Examples of serious misconduct include, but are not limited to, the following: theft, moral turpitude and insubordination.

Section 17.3

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

Section 17.4

In all cases of discharge or suspension, the employee and the Union shall be notified immediately in writing stating the reasons, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible.

ARTICLE XVIII
MISCELLANEOUS

Section 18.0

The Nurse Coordinator will be reimbursed for travel among the schools necessitated by her position at the current I.R.S. rate.

Section 18.1

A shoe and uniform reimbursement of up to $200.00 shall be paid annually to nurses on or after July 1st upon the employee's presentation of a receipt.

Section 18.2

No paraprofessional shall be assigned to create lesson plans.

Section 18.3

Employees shall have the option of spreading their wages equally over twenty two or twenty six payments. Employees must select either option before June 15th of each work year. Employees who select the twenty six payment option will receive a lump sum amount that is equivalent to four payments during the last pay period of each work year.

ARTICLE XIX
COMPLETE AGREEMENT

Section 19.0

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the entire understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 19.1

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings and practices, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted.

ARTICLE XX
SAVINGS CLAUSE

Section 20.0

The Employer agrees to provide each employee with a copy of the Agreement within thirty (30) days after the execution date thereof.

Section 20.1

The Employer agrees to provide new employees with a copy of this Agreement at their time of hire.

Section 20.2

The Employer agrees to provide the Council #4 AFSCME Office of the Union with six (6) original, signed, contracts at the time of the signing.

Section 20.3

Each employee shall have the right to see her or his personnel file by appointment with the Superintendent of Schools or his/her designee, provided that the employee shall exercise this right during non-working hours.

ARTICLE XXI

DURATION

This Agreement will take effect after ratification by both parties on July 1, 2017 and will remain in full force and effect up to and including June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 5th day of July, 2017.

CROMWELL BOARD OF EDUCATION

Chairperson

LOCAL 1303-280 OF COUNCIL #4 AFSCME, AFL-CIO

Staff Representative

Linda Demetriadis

President, Local 1303-280

SCHEDULE A

WAGE SCHEDULES

Employees hired before July 1, 2011, shall receive wage payments in accordance with the following schedules:

	2017-2018	2018-2019	2019-2020
Paraprofessional*	$22.13	$22.58	$23.03
Teacher Tutor	$30.13	$30.13	$30.13
Nurse Coordinator**	$42.00	$42.84	$43.70
Staff RN	$33.36	$34.03	$34.71

Employees hired on or after July 1, 2011, shall receive wage payments in accordance with the following schedules:

	2017-2018 Hire Rate	2017-2018 Job Rate		2018-2019 Hire Rate	2018-2019 Job Rate		2019-2020 Hire Rate	2019-2020 Job Rate
Paraprofessional*	$18.58	$22.13		$18.95	$22.58		$19.34	$23.03
Teacher Tutor	-	$30.13		-	$30.13		-	$30.13
Nurse Coordinator**	$36.59	$42.00		$37.32	$42.84		$38.07	$43.70
Staff RN	$30.41	$33.36		$31.01	$34.03		$31.63	$34.71
Transportation Coordinator		26.38			26.90			27.44

Employees become eligible for the Job Rate after completing three full years of service to the Cromwell Public Schools in their respective positions.

*Paraprofessional includes Special Education Teacher Assistant, Library Clerk/Assistant and Hall Monitor.

**Nurse Coordinator will receive a yearly $2,000 stipend 2017-2020.

Transportation Coordinator

LOCAL 1303-280 OF COUNCIL #4

AFSCME, AFL-CIO

The Cromwell Board of Education and AFSCME, AFL-CIO hereby acknowledges that the position of Transportation Coordinator will be established in Section 7.0 as a separate category.

- The Transportation Coordinator shall be a twelve-month employee and work an eight-hour day during the school year. Summer work hours shall be a minimum of 6 hrs/day and the schedule shall be established on an annual basis.

- The Transportation Coordinator shall include maintenance of current DMV certification requirements and satisfactory health examination as an essential qualification for continued employment. Any additional certification requirements adopted by the Board of Education for the position may be subject to impact bargaining.

- The Transportation Coordinator will be released on the day before Thanksgiving when the busses have completed the afternoon run.

- The Transportation Coordinator shall receive the following holidays with pay:

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

  If school is held on the holidays listed the employee shall be provided a substitute floating holiday to be taken during the course of the school year. The employee must secure approval of his/her immediate supervisor before taking the floating holiday.

- The Transportation Coordinator shall receive wage payments in accordance with the following schedules:

  - 2017-2018 $26.38
  - 2018-2019 $26.90
  - 2019-2020 $27.44

- The Transportation Coordinator shall receive 15 sick days per year. Sick days will accrue at the rate of three (3) days per month starting with the beginning of each fiscal year. Sick leave may be accumulated to a maximum of one hundred and fifty (150) days.

- Vacation days for the Transportation Coordinator shall be accumulated in the following manner:

  a) two weeks after one full year of employment
  b) three weeks after five years of employment
  c) one additional day per year after ten years of service to a maximum of twenty days

Signed: Cromwell Board of Education
Cromwell, Connecticut

By: _____
Superintendent of Schools

Signed: Local 1303-280 of Council #4
AFSCME, AFL-CIO

By: _____
Staff Representative

By: _____
President, Local 1303-280