

**AGREEMENT**

**Between**

**KILLINGLY BOARD OF EDUCATION**

**And**

**LOCAL 1303-149 of Council #4,  
AFSCME, AFL-CIO**

**Killingly Custodians, Administrative Secretaries, Secretaries, Library/Nurse Assistants,  
Maintainers, Financial Assistants, Campus Monitors, Computer Technicians and  
Network Administrators**

**July 1, 2016 - June 30, 2019**

**November 7, 2016  
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## **PREAMBLE**

This Agreement is made and entered into by and between the Killingly Board of Education (hereinafter referred to as "the Board") and/or its successor and Local 1303-149 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor (hereinafter referred to as "the Union").

## **ARTICLE I** **RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining pursuant to the terms and conditions of Chapter 113 of the Statutes with respect to salaries and hours of employment and other conditions of employment for all school custodians, maintenance employees, campus monitors, administrative secretaries, secretaries, financial assistants and library/nurse assistants, network technicians/administrators and computer/IT technicians excluding those working less than twenty (20) hours a week, the secretary to the Superintendent, the head accountant, and supervisors employed by the Killingly Board of Education.

## **ARTICLE II** **RIGHTS OF THE BOARD OF EDUCATION**

Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers, and authority held by the Board pursuant to any Charter, general or special statute ordinance, regulation or other lawful provision over matters involving the policies, practices and regulations with respect to the school custodians, maintenance employees, campus monitors, administrative secretaries, secretaries, financial assistants, library/nurse assistants, network technicians/administrators and computer/IT technicians shall remain vested solely and exclusively in the Board.

## **ARTICLE III** **AGENCY SHOP**

- 3.1 The Board agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement, except that any employee may withdraw such authorization in writing by certified mail to Council #4 or the president of the Local.
- 3.2 All employees in the collective bargaining agreement who are not members shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the proportionate share of dues attributable to contract

negotiations, grievance adjustment and contract administration as provided by the Constitution of the International Union.

- 3.3 The deductions for any month shall be made twice each month for such month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the 10th day of the following month.
- 3.4 The employee's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer, to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.
- 3.5 The Union agrees that it will indemnify and save the employer harmless from any and all liability, claim, responsibility, damage or suit, including salaries, court costs and attorneys' fees, which may arise out of any action taken by the employer in accordance with the terms of this Article. The Board shall notify the Union of any claims made against it concerning this Article.

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

- 4.1(a) The regular paid hours of work for custodians, maintenance employees, administrative secretaries, financial assistants and secretaries shall be seven and one-half (7½) hours per day excluding a one-half (1/2) hour meal period (with the exception of Central Office administrative secretaries and secretaries who shall have a one hour meal period) and thirty-seven and one-half (37½) hours per week, except as modified by the Board of Education or its designee.

Computer technicians shall normally work thirty-seven and one-half (37½) hours per week, except as modified by the Board of Education or its designee.

The network technician/administrator is a salaried employee and therefore exempt from overtime pay.

- 4.1(b) The regular paid hours of work for assistants shall be six and one-half (6½) hours per day excluding a meal period, as hereinafter provided, and thirty-two and one-half (32½) hours per week, except as modified by the Board of Education or its designee.
- 4.2 The normal work week for library/nurse assistants, custodians, maintenance employees, administrative secretaries, secretaries and computer/IT technicians shall be Monday through Friday, inclusive, except as modified by the Board of Education or its designee. The Board will not change the work week of any member of the bargaining unit hired prior to July 1, 1992, except by mutual agreement.

- 4.3(a) The-shift hours for custodians and maintenance employees shall be as follows: the morning shift hours shall be 7:00 a.m. to 3:00 p.m., including the meal period; the afternoon shift hours shall be 3:00 p.m. to 11:00 p.m., including the meal period. The Board has the discretion to schedule up to three positions where the shift hours shall be 8:00 a.m. to 4:00 p.m., including the meal period. During school vacations, summer vacations snow days and emergencies, employees shall be subject to call at any hour, with working hours and duties to be determined by the Superintendent or his/her designee. The Board of Education or its designee may modify the shift hours set forth in this paragraph. The Board will not change the hours of a shift for any member of the bargaining unit hired prior to July 1, 1989 except by mutual agreement of the union. Employees hired between July 1, 1989 and July 1, 1992 may have their shift hours changed by no more than one hour without consent of the union. The shift hours of employees hired after July 1, 1992 will be at the discretion of the Board of Education. In the event that the Board wishes to modify the shift hours of one of the employees whose shift hours cannot be changed unilaterally by the Board pursuant to the provisions of this paragraph, the Union and the Board agree to meet and negotiate the requested schedule modification. When possible, the Board shall provide 48 hours notice to employees when requiring them to work a shift other than their regular shift.
- 4.3(b) The specific hours of work and meal periods for all administrative secretaries, secretaries and library/nurse assistants shall be as follows:
1. Central Office employees - 8:00 a.m. to 4:30 p.m. (one hour for lunch)
  2. School secretaries - 7.5 hour shifts starting no earlier than 7:00 am and ending no later than 4:30 pm- (one-half hour for lunch). The shift assignment will be for a full school year.
  3. Nurses' assistants and secondary library assistants - 7:30 a.m. to 2:30 p.m. (one-half hour for lunch)
  4. Elementary library assistants- 8:00 a.m. to 3:00 p.m. (one-half hour for lunch)
- 4.4(a) Employees, with the exception of assistants and network technician/administrator(s), shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times their regular rates of pay for all work performed in excess of their regularly scheduled seven and one-half ( $7\frac{1}{2}$ ) hours per day or thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week.
- 4.4(b) Assistants shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times their regular rates of pay for all work performed in excess of their regularly scheduled six and one-half ( $6\frac{1}{2}$ ) hours per day or thirty-two and one-half ( $32\frac{1}{2}$ ) hours per week.
- 4.5 Work performed by employees except for network technician/administrator(s), on Saturday shall be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's rate of pay; work performed on a holiday shall be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's rate of pay plus holiday pay. Work

performed by employees except for network technician/administrator(s), on Sunday shall be compensated at double (2) the employee's rate of pay. The compensation required by this paragraph shall not be applicable to employees who are normally scheduled to work on Saturday and/or Sunday. There shall be no more than two (2) such employees during the term of this Agreement and shall be either custodians and/or maintainers. These employees will only be individuals who have been hired on or after July 1, 1998. Such employees who are normally scheduled to work on Saturday and/or Sunday shall be compensated at the rate of one and one-half (1½) times the employee's rate of pay for the sixth (6<sup>th</sup>) consecutive day of work and shall be compensated at the rate of double (2) the employee's rate of pay for the seventh (7<sup>th</sup>) consecutive day of work. In the event such employees work on a paid holiday, such employee shall receive their normal compensation plus holiday pay.

- 4.6 When employees except for network technician/administrator(s), are called in for work outside their regularly scheduled working hours, the employee shall be paid a minimum of two (2) hours at time and one-half of his/her regular hourly rate so long as such hours are not contiguous with the employee's regular work hours. Call-ins for routine building checks shall not be subject to the provisions of this paragraph. It is anticipated that routine building checks of the elementary schools will last one-half hour. It is anticipated that routine building checks of the High School and the Intermediate School shall last up to one hour in duration.
- 4.7 For employees except for network technician/administrator(s), overtime will be offered on a rotating basis by job classification within the building. If an employee refuses an offer of overtime, the time which would have been worked will be credited as time worked for overtime assignment purposes only. Probationary personnel shall not be called for overtime until after all other bargaining unit members have been called.
- 4.8 Workfare employees shall not be used to perform bargaining unit work except to supplement the regular work force when necessary.

#### **ARTICLE V**

#### **HOLIDAYS**

- 5.1 The following shall be observed as paid holidays for twelve (12) month employees:

Two days for the New Year's Day holiday\*

Martin Luther King Day

President's Day - two days (If there is a February school vacation week, the second day will be either the Friday before or Tuesday after the holiday, which day will be scheduled by the Superintendent of Schools or his/her designee. If there is no February school vacation week, the additional day off with pay will be granted during the Christmas

vacation recess of that year on a day to be scheduled by the Superintendent of Schools or his/her designee.)

Good Friday	Labor Day	Thanksgiving Day
Memorial Day	Columbus Day	Day after Thanksgiving
Fourth of July	Veteran's Day	2 days for the Christmas holiday*

The following shall be observed as paid holidays for ten (10) month employees:

Thanksgiving            2 days for the Christmas holiday\*

\*These days will be scheduled by the Superintendent of Schools or his/her designee.

- 5.2 If a holiday falls during the employee's vacation, he/she shall be entitled to an additional day off on a day that is proposed by the employee and approved by the Superintendent or his/her designee.
- 5.3 In order to be eligible for holiday pay, the employees must work their scheduled day before and after the holiday. When an employee is sick or absent the day before or after a holiday, medical certification may be requested.
- 5.4 Twelve month part-time employees shall receive holiday pay, as provided for in this Article, on a pro-rated basis.

## **ARTICLE VI**

### **SICK LEAVE**

- 6.1 Employees, except campus monitors, shall be entitled to 1.25 sick days per each month of employment. Campus monitors shall be entitled to 1.00 sick days per each month of employment. Unused sick leave in one year may be accumulated to a maximum one hundred sixty five (165) days. A statement of accumulated sick leave shall be provided not later than September 1 of each year. Upon return to work the Board may require acceptable medical certification, if the Board notifies the employee while the employee is still on sick leave. In the event the Superintendent suspects an employee is abusing the sick leave benefit, the Superintendent shall have the right to have the employee evaluated by a physician of the Board's choosing at Board cost.
- 6.2 In case of sickness, either on the job or prior to reporting to work, the employee shall notify his/her immediate supervisor or school office as soon as possible. For custodians and maintainers, in the case of sickness, prior to reporting to work, a first shift employee shall notify his/her supervisor at least one (1) hour prior to the start of the employee's shift and a second shift employee shall notify his/her supervisor at least two (2) hours prior to the start of the employee's shift.



- 6.3 Whenever an employee is absent from work because of injury which the worker's compensation commissioner or the Board's insurance carrier has determined to have arisen out of and in the course of employment, the employee shall be paid his/her full salary during such period of time that the employee is disabled from performing his/her job responsibilities and is receiving temporary disability benefits, which period shall not exceed six (6) months from date of injury. Such payments shall be less the amount of any worker's compensation benefits. No part of such absence shall be charged to the employee's annual or accumulated sick leave.
- 6.4 Following fifteen (15) years of continuous service, an employee leaving the employment of the Board in good standing or upon such employee's death, the employee or his/her estate shall be compensated twenty (\$20) for each unused sick day to a limit of seventy (70) days. An employee who leaves the employment of the Board because he/she is terminated or resigns while facing termination or other discipline will not be deemed to be "leaving the employment of the Board in good standing" and shall therefore be ineligible for the benefit described in this paragraph. Employees hired on or after June 30, 2019 shall not be eligible for this benefit.
- 6.5 Twelve month part-time employees shall be entitled to the sick leave benefits of this Article on a pro-rated basis.
- 6.6 Up to 5 days of sick leave per year may be used: for the care of an immediate family member, as defined in Article VIII.
- 6.7 If a Custodian or Maintainer calls in sick on a day on which school has been cancelled due to inclement weather, should the Custodian or Maintainer not provide a written medical report certifying an inability to work on such day, on the first occurrence, the Custodian or Maintainer shall be allowed to utilize sick leave, the second time such occurs within the same school year, the day off will be charged against personal leave. The third time such occurs within a school year, the Custodian or Maintainer will not be paid for the day.

## **ARTICLE VII**

### **TEMPORARY DISABILITY LEAVE/CHILDREARING LEAVE**

- 7.1 Temporary disability leave may be granted by the Superintendent of Schools upon written request, by an employee. Upon request, the employee shall provide a physician's statement indicating the nature of the disability and certifying that the employee is unable to perform his/her employment duties. The statement shall set forth the anticipated duration of the disability period. Accumulated sick leave shall be made available for use during temporary disability.
- 7.2 A temporary disability leave, when granted, shall only be for the period of disability. The period of disability leave shall normally be no longer than twelve (12) months;



however, disability leave may, at the discretion of the Board of Education, be extended for an additional period of time. Requests for an extension of disability leave shall be in writing and shall be accompanied by a physician's statement verifying the employee's need for an extension of the leave.

- 7.3 Insurance benefits, subject to insurance carrier regulations and employee contributions under this Agreement, will be continued for the employee at the Board expense during the initial disability leave period subject to employee's premium cost sharing obligation. Continuation of insurance benefits during any extension of the disability leave shall be at the employee's expense, unless the Board, upon granting an extension beyond disability agrees in writing to continue insurance benefits at Board expense pursuant to this Agreement on a case-by-case basis. The decision by the Board of Education in such instances is not subject to the grievance procedure. This provision will be interpreted so as to be consistent with federal law.
- 7.4 Unless otherwise specified, an employee shall return to employment from approved temporary disability leave five (5) work days after presenting to the Superintendent of Schools a written physician's certificate verifying the employee's ability to perform his/her job responsibilities. The certificate shall state whether there are any physical or other limitations which would prevent the employee from performing any of his/her duties.
- 7.5 The Board of Education shall have the right to require an employee requesting temporary disability leave to be examined by a physician of the Board's choosing for the purpose of verifying the employee's need for disability leave or need for an extension of such leave. The Board shall also have the right to have an employee on disability leave examined by a physician of the Board's choosing to determine the employee's ability to return to employment. In the event the Board should exercise its right to have an employee examined, the cost of this examination shall be at the expense of the Board of Education to the extent that such cost is not covered by health insurance.
- 7.6 Leave of absence, without pay, for childrearing purposes, may be granted by the Board of Education, following the birth or adoption of a child. Such leave shall begin within sixty (60) days of the birth or adoption. The length of the leave shall be specified whenever a leave is granted and shall not exceed twelve (12) weeks. During the period of a childrearing leave, insurance benefits, subject to insurance carrier regulations and employee contributions under this Agreement, shall remain in effect, the cost of which shall be paid by the Board of Education subject to the employee's premium cost sharing obligation.
- 7.7 The Board agrees to provide bargaining unit employees with access to a long-term disability insurance plan at group rates, subject to any and all enrollment and eligibility requirements established by the district's insurance carrier(s). Participating employees

shall be responsible for paying the complete costs for such insurance. The Board agrees to deduct the cost of the long-term disability insurance plan from the employee's wages.

## **ARTICLE VIII**

### **BEREAVEMENT LEAVE**

- 8.1 In the event of a death of a husband, wife, mother, father, son, or daughter, the employee will be paid for time lost from scheduled work not to exceed five (5) days. In the event of a death of a brother or sister, grandparent, grandchildren, and legal guardian, the employee will be paid for time lost from scheduled work not to exceed three (3) days in order to attend the funeral. One day's time off with pay shall be granted to attend the funeral of the above-defined family relationship in-law. The Superintendent or his/her designee shall have the authority to waive the one day in favor of the three days in any situations that, in his judgment, are appropriate. One day per year for death of relative not listed above or a close friend.

## **ARTICLE IX**

### **PERSONAL LEAVE**

- 9.1 The Superintendent or his/her designee may, on one week advanced written notice (excepting times when emergencies preclude this written notice), grant a leave with pay for up to two (2) days per year for personal reasons; however, such days may not fall immediately prior to or immediately after a school holiday or vacation period. It is expected that requests will be for extraordinary conditions that could not be handled otherwise, and that the reasons for said leave will be stated. Included in the above but not limited to are:

1. Meeting legal requirements
2. Birth of child
3. Attendance at graduation exercises of self, spouse, son or daughter
4. Religious observance (such use of days shall not preclude additional days not to exceed two (2) for compelling personal reasons)

The Superintendent, in his/her sole discretion, may grant additional personal days to persons whom the Superintendent determines to have compelling reasons for why such leave should be granted.

- 9.2 Jury Duty. Any employee required to report for jury duty shall receive full pay from the Board, minus pay received from jury duty, while absent for such duty.

**ARTICLE X**  
**INSURANCE AND PENSION PLAN**

10.1(a) The Board will, subject to insurance carrier regulations, provide at its expense, except as provided for in Section 10.6, the following insurance benefits for employee and family:

Blue Cross Century Preferred plan (PPO) with the following components (with Insurance Appendix to be modified accordingly):

	Y1 (2016-17)	Y2 (2017-18)	Y3 (2018-19)
Specialist/Office Visit	\$25/25	\$30/30	\$35/35
Urgent	\$75	\$75	\$75
ER	\$100	\$125	\$150
Inpatient	\$300	\$400	\$500
Outpatient	\$200	\$300	\$400

The preferred plan shall contain a managed three-tier prescription drug rider with a 2x co-payment for mail order; \$10 for generic; \$25 for listed brand name drugs, and \$40 for non-listed brand name drug co-pays with an unlimited calendar year maximum. The retail prescription is a 30 day supply and the mail order is a 90 day supply.

The HSA (Health Savings Account) plan described below shall also be available to employees:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2,000/4,000 (Shared In/Out)	
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Subject to deductible, \$10/25/40 co-pay after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in July for 2016-17 and 2017-18 and in two installments July/January in 2018-19. The parties acknowledge that the Board's 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 shall be funded for active 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. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

- 10.2 All employees may participate in a pension plan consistent with the plan adopted by the Town.
- 10.3 All regularly employed employees, except campus monitors, will be eligible for enrollment in a term life insurance program in the amount of \$25,000, subject to insurance carrier regulations. Campus monitors will be eligible for enrollment in a term life insurance program in the amount of \$20,000, subject to insurance carrier regulations.
- 10.4 Employees may participate in the payroll deduction dental insurance plan in accordance with insurance contract conditions. Employees shall be responsible for the full cost of the plan. The payroll deduction will be at the rate established by the insurance carrier for other employees.
- 10.5 In each case where the name of a particular company or a specific plan has been used in this section, the intent is to indicate the general type of insurance and not establish a relationship with one particular company or with any specific plan. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.
- 10.6 The employee shall pay the appropriate percentage of the insurance premium and related costs noted below for each year:

<b>PPO</b>	<b>Y1 (2016-17)</b>	<b>Y2 (2017-18)</b>	<b>Y3 (2018-19)</b>
<b>Single</b>	14%	15%	16%
<b>Two Person/ Family</b>	11.5%	13%	16%

HSA	Y1 (2016-17)	Y2 (2017-18)	Y3 (2018-19)
	11 %	12 %	13 %

The Board of Education will pay the remainder of the premium for the insurances set out in this Article of the Agreement for individual, two person and family coverage.

The employee will pay his/her share of the premium by automatic payroll deductions. In this regard, to be eligible to receive such insurance benefits, an employee must submit a wage deduction authorization permitting the Board to deduct such premium costs. Each employee will be informed in writing prior to the first deduction of the premium cost. An employee may forego or withdraw from such coverage rather than pay such costs. Reinstatement of coverage shall be subject to insurance carrier rules and regulations.

The Board will endeavor to adopt an Internal Revenue Code Section 125 Pre-Tax Premium Conversion Account for employee premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

The Board shall provide employees with access to dental insurance. The employee shall be responsible for the full cost of the premium for such insurance.

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 federal statute or regulation, during the term of this contract, the Board and the Union will, upon the 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). Only Article 10 (Insurance) of the collective bargaining agreement would be subject to the reopener and no other provisions of the collective bargaining agreement would be opened for the mid-term negotiations referenced in this paragraph.

## **ARTICLE XI**

### **VACATION**

- 11.1 Each employee hired on July 1 shall be entitled to two (2) weeks vacation with pay on the subsequent July 1. Employees hired on dates other than July 1 shall receive prorated vacation time on the first July 1 following their date of hire and shall be entitled to a full two (2) weeks vacation on their second July 1 in the Board's employ. Employees who have been in the employ of the school system for more than seven (7) years shall receive three (3) weeks vacation with pay and those who have been in the employ of the school system for more than ten (10) years shall receive four (4) weeks vacation with pay.



- 11.2 Termination of employment for any reason after the last Saturday in December (the eligibility date), shall not affect an employee's right to a pro-rated vacation he/she has earned to the date of termination. In the event of voluntary termination by the employee, fifteen (15) days written notice of intent to terminate employment must be provided in order to be eligible to receive this benefit.
- 11.3 Vacation time is neither cumulative, transferable nor reimbursable except that up to five (5) days may be carried over to the following year.
- 11.4 For all eligible employees vacation time is to be requested prior to July 1 and must receive the written approval of the Superintendent or his/her designee. Such approval shall not be unreasonably withheld. Operational requirements will be a consideration when granting approval. Vacation preference shall be awarded on a seniority basis if there are too many employees within the same building and/or classification requesting the same vacation period. Other employees of the bargaining unit may be transferred or reassigned to different schools or shifts to cover for vacationing employees.
- 11.5 Twelve month part-time employees shall be eligible for the vacation benefits of this Article on a pro-rated basis.

## **ARTICLE XII**

### **SENIORITY**

- 12.1(a) Seniority represents continuous service as an employee of the Board, since the employee's most recent date of hire. An employee shall be deemed to have acquired seniority when such employee shall have worked for the Board for sixty (60) continuous working days, at which point the employee's seniority shall include the first sixty (60) days of service. During the probationary period, an employee shall not be entitled to paid sick leave, personal leave or childrearing leave and, furthermore, the employee may be disciplined or discharged at the Board's discretion and neither the employee nor the Union shall have recourse to the grievance procedure.
- 12.1(b) Part-time employees shall be considered to be employees who regularly work twenty (20) hours or more per week but less than thirty (30) hours per week. All employees shall accrue seniority based upon the following formula:

Length of Service	X	<u>No. of Hours Regularly Scheduled</u>
in months		37.5

Note: Recalculate seniority for all employees presently part-time or who have had part-time experience.

12.2(a) All vacancies and new positions in the bargaining unit shall be posted in each school for a period of five (5) working days prior to any action taken by the Superintendent or his/her designee to fill such vacancy or new position. Employees wishing to apply for a vacancy or new position shall submit, either personally or through a Union official, a written request to their supervisor. Employees submitting a request to fill a vacant or new position and who were not given the assignment, in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure. A copy of all postings will be sent to the local president.

12.2(b) Copies of the job posting, a list of employees bidding for the job, and the name of the person appointed shall be sent to the Union President when a position is filled.

12.2(c) When two or more applicants are considered by the Superintendent or his/her designee to be equal in the qualifications considered for appointment to the job opening, including skill and ability to perform the work, the employee with the greatest bargaining unit seniority shall be awarded the position. The Board retains the right to fill positions from outside the unit.

12.2(d) When an existing employee is retained in a vacancy or new position for a period of thirty (30) consecutive working days, then he/she shall be considered qualified and allocated to said position, if the position continues to exist; otherwise, he/she shall return to his/her former position.

12.3(a) For custodians and maintenance employees, layoff's shall take effect as follows:

- (i) probationary employees
- (ii) part-time employees
- (iii) the employees, within classification, with the least seniority first, etc.

12.3(b) For the Financial Assistant - Accounts Payable and the Financial Assistant -Payroll, administrative secretaries, secretaries and library/nurse assistants, campus monitors, layoffs shall take place within six (6) classification schedules:

- (i) Financial Assistant - Accounts Payable and the Financial Assistant - Payroll
- (ii) A - Administrative Secretaries
- (iii) B+ - Secretaries
- (iv) B - Secretaries
- (v) C - Library/Nurse Assistants
- (vi) Campus monitors

Layoffs will be based on reverse order of seniority. An employee holding a position scheduled for elimination or bumping due to layoff, may bump the least senior employee within his/her classification or the least senior employee in a lower

classification, subject to the condition that the bumping employee can perform the duties of the employee being bumped.

- 12.3(c) Within each of the two classifications of IT employees, (1) network technicians/administrators and (2) computer/IT technicians, layoffs shall be based on reverse order of seniority. An employee holding a position scheduled for elimination or bumping due to layoff, may bump the least senior employee within his/her classification or the least senior employee in a lower classification, subject to the condition that the bumping employee can perform the duties of the employee being bumped.
- 12.4 The Board shall prepare a list of full-time employees showing their seniority in length of service with the Board and deliver the same to the Union on December 1 of each year. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract. Upon completion of their probationary period, new employees shall be added to this list. Excluded from this position are temporary summer workers and those employed under work study programs. The Board of Education shall notify the Union secretary, in writing, of all new hires with their name, start date, rate of pay, hours of work and job title.
- 12.5 Employees who are laid off shall have recall rights according to their classification. Employees shall be rehired according to number of years of service within the bargaining unit provided the employee is qualified in the judgment of the Superintendent to do the job. If an employee is notified that he/she is being recalled to employment and rejects that recall by not responding in writing within ten (10) calendar days of the mailing of the notice, that employee loses all rights of recall. The Superintendent shall notify the laid off employee of an available job appointment in his/her classification. Notification shall be by certified mail to the employee's last known address. Recall rights shall be in effect for one (1) calendar year. Upon return to work, a recalled employee shall retain years of experience on the salary schedule. The notification required by this paragraph shall be by certified mail to the employee's last address as on file at the Board of Education offices.

### **ARTICLE XIII**

#### **WAGES**

The Board shall pay the wages set forth in Appendix A & B.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

- 14.1 Grievances involving the interpretation or application of a specific section of this Agreement shall be submitted within five (5) business days after the occurrence of the event in accordance with the steps hereinafter set forth.
- 14.2 For purposes of this Agreement, immediate supervisor for custodians and maintenance employees shall be the Supervisor of Operations and Maintenance and for administrative secretaries, secretaries, and assistants shall be the employee's supervising administrator.
- Step 1 The aggrieved employee, with his/her steward, if he/she so desires, and the employee's immediate supervisor shall meet in an effort to adjust the grievance informally. This meeting shall be requested within the time limit specified in paragraph 14.1. If the grievance is not resolved, it may be submitted in writing, specifying the section of the Agreement involved, to the employee's immediate supervisor within ten (10) business days after the occurrence of the event. A copy of the written grievance shall be forwarded to the school principal. The immediate supervisor will answer the grievance in writing within ten (10) business days of receipt of the grievance.
- Step 2 If the grievant is not satisfied with the disposition of the grievance at Step 1 or if no decision is rendered within ten (10) business days of the supervisor's receipt of the grievance, the grievant may within five (5) business days after the decision or the expiration of the time limit for rendering the decision (whichever is sooner) file the written grievance with the Superintendent. The Superintendent will answer the grievance in writing within ten (10) business days of receipt of the grievance.
- 14.3 If the grievance is not settled, it may be submitted, at the request of the Union only, to arbitration before a Tripartite panel of the Connecticut State Board of Mediation and Arbitration. The Union's request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than twenty (20) business days after receipt of the written answer of the Superintendent under Step 2 above.
- 14.4 The arbitrator designated shall hear and decide only one (1) grievance at a time. Their award shall be final and binding, except as otherwise provided by law. They shall be bound by and must comply with all the terms of this Agreement and (shall have not power) to add to, subtract from, or in any way, modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.
- 14.5 Any time limits specified within this Article, except for the initial filing of a grievance may be extended by mutual agreement of the Union and the Board provided that if a



grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Board's answer in the last step considered.

- 14.6 The aggrieved employee and a Union representative shall not suffer any loss of pay for time spent meeting with school officials on a grievance matter.

#### **ARTICLE XV** **NO LOCKOUT - NO STRIKE**

- 15.1 The Board agrees that it will not lockout the employees covered by this Agreement during its term.
- 15.2 The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass resignations, or mass illnesses or other similar forms of interferences with the operations of the school system.

#### **ARTICLE XVI** **MISCELLANEOUS**

- 16.1 If the district requires an employee to use his/her automobile in performing his/her job duties, the employee will be reimbursed at the IRS rate, in accordance with all applicable IRS regulations. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the tenth calendar day of the month following such travel.
- 16.2 Meetings of the Union must be held on the employee's own time. However, if a meeting is called by the Board of Education, the employee may leave his/her job for the required time without penalty.
- 16.3 The employees are not to use the electrical appliances in their building without specific permission of the department head or principal. This includes such equipment as electric machinery and power tools in the shop; the various washing, drying and ironing equipment in the homemaking areas' electrical equipment in the office and similar devices.
- 16.4 Each employee shall immediately report any unusual occurrences inside or outside his/her building to his/her immediate supervisor, or if the supervisor is unavailable, to the building principal or Superintendent of Schools or his/her designee.
- 16.5 Tuition Reimbursement - Subject to the prior written approval of the Superintendent of Schools or his/her designee, employees may be reimbursed for course work which is directly related to the employee's job responsibilities. Reimbursement shall be limited



to \$100 per course credit and 50% of the cost of books and materials for the course. The maximum reimbursement an employee may receive shall be \$500 per year. The employee must pass the course and present to the Superintendent or his/her designee evidence of such passing. The Board shall budget the sum of \$2,000 per year for tuition reimbursement which money shall be paid out on a first-come, first-served basis, subject to the limitations herein.

- 16.6 Longevity Payment - A lump sum payment will be made to each eligible twelve month employee June 30 of each year as follows:

After 10 years of service through 15 .....	\$100
After 15 years of service through 20 .....	\$200
After 20 years of service through 25 .....	\$300
After 25 years of service .....	\$400

For a year of service to qualify for the longevity benefit, the employee must have worked six months during the year. For purposes of this payment, years of service shall mean service with the Board of Education.


- 16.7 Any employee required to work on a snow emergency day when other bargaining unit members receive the day off shall receive a compensatory day off to be taken at a mutually acceptable time.
- 16.8 Employees shall not be expected to remain in the building in the event of an evacuation. Employees shall not be expected to search for bombs or incendiary devices.
- 16.9 The Board shall pay up to \$100 for steel toed work boots for Maintainer I and II employees and Head Custodians at the Elementary Schools.
- 16.10 Upon ratification of this Agreement and upon hire (for new employees), the Board shall provide each employee with 5 shirts, 5 pants, 1 sweatshirt and 1 jacket, if needed, for use at work. The Board may provide employees with up to two (2) replacement shirts, pants per year and one (1) replacement sweatshirt or jacket per year, upon recommendation and approval of the employee's Supervisor.
- 16.11 The Union shall have reasonable access to work locations for purposes of processing grievances or addressing other matters within the scope of union business, provided that such access shall not interfere with the work of any employee, or the safety or security of staff or students. As such, union business shall occur outside of working hours and, if access to a building is required, the union representative shall make an appointment in accordance with standard procedures.

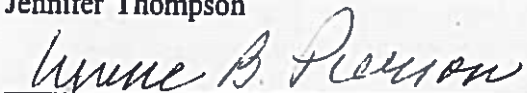
**ARTICLE XVII**  
**DURATION AND RENEWAL**

- 17.1 The parties agree that the above sections constitute the full and complete agreement between them and supersedes all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written.
- 17.2 No individual employee in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.
- 17.3 This Agreement may be altered or modified only by mutual agreement of the parties hereto.
- 17.4 This Agreement shall be effective upon ratification and shall remain in full force and effect through June 30, 2019. Negotiations for an agreement to succeed this Agreement shall commence in accordance with applicable law. This Agreement shall remain in force and be effective during the period of negotiations.


IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their respective representative this 15<sup>th</sup> day of November, 2016.


KILLINGLY BOARD OF EDUCATION

  
Chairperson  
Jennifer Thompson

  
Superintendent of Schools  
Lynne B. Pierson, Ed.D.

CUSTODIANS, ADMIN SECRETARIES,  
SECRETARIES, LIBRARY/NURSE  
ASSISTANTS, MAINTAINERS,  
FINANCIAL ASSISTANTS, CAMPUS  
MONITORS, COMPUTER TECHNICIANS  
AND NETWORK ADMINISTRATORS

 11-14-16  
President  
Louis Deniers

 11-15-16  
AFSCME Representative  
Tricia Santos

## APPENDIX A

### WAGES

#### CUSTODIANS AND MAINTENANCE

		Effective	
	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>
Starting Custodians	\$20.04	\$20.44	\$20.85
Custodians	\$21.34	\$21.77	\$22.21
Maintainer I	\$26.00	\$26.52	\$27.05
Maintainer II	\$23.00	\$23.46	\$23.93

Head custodians will receive a pay differential of \$.65 per hour.

Lead maintainer will receive a pay differential of \$1.00 per hour.

An employee may be assigned duties of another job classification for a period of up to ten (10) work days before being entitled to any additional compensation for subsequent continuous assignment.

Shift Differential - Employees who are assigned to work the afternoon shift (i.e., 3:00 p.m. to 11:00 p.m.) shall receive a shift differential of \$.25 per hour above their hourly rate of pay. The shift differential shall be paid to such employees for all hours worked during the school year; it being the intention of the parties that when such employees work the morning shift during school year vacation periods, such employees shall continue to receive their shift differential.

## APPENDIX B

### WAGES

#### FINANCIAL ASSISTANTS, SECRETARIES, LIBRARY/NURSE ASSISTANTS, CAMPUS MONITORS, COMPUTER TECHNICIANS AND NETWORK ADMINISTRATOR

	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>
Financial Asst. - Accounts Payable	\$24.44	\$24.93	\$25.43
Financial Asst. - Payroll	\$24.44	\$24.93	\$25.43
Secretary Class A	\$21.47	\$21.90	\$22.34
Secretary Class B+	\$20.14	\$20.54	\$20.95
Secretary Class B	\$19.29	\$19.68	\$20.07
Library/Nurse Assistant	\$17.54	\$17.89	\$18.25
Network Administrator	\$71,298	\$72,724	\$74,178

Effective and retroactive to July 1, 2016, the wage rates paid to each individual computer technician and campus monitor shall be increased by 2.25%.

Effective July 1, 2017, the wage rates paid to each individual computer technician and campus monitor shall be increased by 2%.

Effective July 1, 2018, the wage rates paid to each individual computer technician and campus monitor shall be increased by 2%.

## MEMORANDUM OF UNDERSTANDING

In the recently concluded negotiations, the Killingly Board of Education (the "Board") and LOCAL 1303-149 of Council #4, AFSCME, AFL-CIO (the "Union") made the following additional agreement:

When an appropriately trained Killingly Public Schools maintainer is asked to perform asbestos removal in accordance with the AHERA regulations, he/she will be compensated at the rate of 2.5 times the regular wage, with a minimum of one hour at the higher rate. It is understood that all such asbestos removal shall be done on a voluntary basis.

KILLINGLY BOARD OF EDUCATION

Jennifer Thompson 11/15/16  
Chairperson  
Jennifer Thompson

Lynne B. Pierson  
Superintendent of Schools  
Lynne B. Pierson, Ed.D.

CUSTODIANS, ADMIN SECRETARIES,  
SECRETARIES, LIBRARY/NURSE  
ASSISTANTS, MAINTAINERS,  
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MONITORS, COMPUTER TECHNICIANS  
AND NETWORK ADMINISTRATORS

Louis Demers 11-14-16  
President  
Louis Demers

Tricia Santos  
AFSCME Representative  
Tricia Santos