

**Collective Bargaining Agreement**

**Between**

**Sterling Board of Education**

**and**

**CSEA, SEIU, Local 2001**

**Effective: July 1, 2017**

**Expires: June 30, 2020**

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## **STERLING BOARD OF EDUCATION**

**and**

**LOCAL 2001, CSEA, SEIU,**

### **PREAMBLE**

The Agreement is entered into by and between the Board of Education of the Town of Sterling, (hereinafter referred to as the "Board"), and CSEA /SEIU, Local 2001, (hereinafter referred to as the "Union").

### **ARTICLE I - Recognition**

The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for paraprofessionals, secretaries, custodians, instructional assistants, bus drivers and clerical employees of the Sterling Board of Education, excluding employees who are regularly scheduled to work less than fifteen (15) hours per week, and excluding the secretary to the superintendent, the bookkeeper, Chapter I aides, supervisors, school nurse, substitutes and seasonal or temporary employees within the meaning of the Municipal Employees Relations Act, Conn. Gen. Stat. 7-467 et SEQ. (the "Act").

### **ARTICLE II - Union Security and Rights**

1. During the term of this contract or extension thereof, all bargaining unit members shall, from the effective date of the contract 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 or, in lieu of Union membership, pay to the Union an agency fee not exceeding the proportion of dues which represents the costs of collective bargaining, contract administration and grievance adjustment.
2. The deduction of dues and agency fees shall be made by the Board as convenient, but shall be made no less than once each calendar month. Such dues and fees shall be submitted to the Financial Officer of the Union not later than the last day of the following month. Payroll deductions of dues or agency fees shall be made only after the employee has signed a card authorizing such deductions and has submitted the card to the Superintendent or his/her designee.
3. The Union shall supply written notice to the Board at least thirty (30) days prior to the

effective date of any change in the rates of fees or dues.

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

5. The Board shall post a copy of the current Collective Bargaining Agreement on its website.

### **ARTICLE III - Board Prerogatives**

1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.

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

c. To discontinue processes or operations or to discontinue their performance by employees.

d. To select and to determine the number and types of employees required to perform the Board's operation.

e. To employ, transfer or promote employees, or to lay off employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

g. To establish contracts or sub-contracts for any of its operations provided that this right shall not be used for the purpose or intention of undermining the Union or of

discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the reasonable judgment of the Board it can be done more economically or expeditiously otherwise.

h. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

i. To create job descriptions and revise existing job descriptions, subject to the Union's right to review such descriptions at least fifteen (15) days prior to their implementation.

2. The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

#### **ARTICLE IV - Seniority**

1. Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board within classification, from the first day worked within classification following the date of last hire, including all authorized paid leave providing the employee returns to work immediately at the conclusion of such leave. The summer recess shall not constitute an interruption in service for ten (10) month employees for the purposes of this section.

2. No employee shall attain seniority rights under this Agreement until he/she has been continuously employed by the Board for a period of ninety (90) work days. 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, a new employee shall acquire seniority retroactive to his/her first day of employment.

3. The Board shall prepare a list of all employees covered by this Agreement showing their seniority with the Board, as defined above, and deliver the same to the Union office no later than December 1 of each year and at the time of negotiations.

4. Upon separation of employment, an employee shall forfeit accrued seniority unless reinstated within one calendar year of:

- a. voluntary resignation or retirement,
- b. layoff.

## **ARTICLE V - Vacancies**

1. "Job vacancy" is defined as an opening created by a death, retirement, resignation, dismissal or new position in the classification listed in the wage schedule.
2. The decision to fill a vacancy, and the manner of filling vacancies covered by this Agreement, shall be solely within the discretion and control of the school administration in accordance with the provisions of this section.
3. All job openings covered by this Agreement shall be posted internally for a period of five (5) work days when bargaining unit members may apply. If after an internal posting period has expired and it is determined that no qualified employees from within the bargaining unit have applied, the Board will post the position externally.
4. Employees desiring to apply for a job shall file an application in writing to the superintendent or his/her designee within the posted time limit.
5. The Union shall receive notice of all vacancies.
6. The Board may employ temporary, non-union, employees for up to sixty (60) work days prior to posting a permanent position in any classification within the bargaining unit, or to replace an employee on leave for a defined period of time of any duration. Qualified employees on the recall list shall be offered temporary employment opportunities within their classification.
7. For bus drivers, initial designation of assignments shall be made at the beginning of the contract and/or school year on a rotating seniority basis among bargaining unit members. The rotating seniority system shall also be used for extra runs, field trips and summer employment opportunities, with the opportunity for extra runs, field trips and summer employment opportunities being first offered to the most senior driver and the next most senior driver thereafter. Once the least senior driver has been offered the opportunity for this work, the rotation will continue with the opportunity being offered again to the most senior driver. While the use of the rotating seniority system shall be the usual method for determining initial bus driver assignments and extra runs, field trips and summer employment opportunities among bargaining unit members, the district may bypass the rotating seniority system if the assignment would result in the driver working in excess of forty (40) hours for the week or, if the Superintendent determines that a particular seniority assignment conflicts with the interests of students and/or the operational needs of the district. If bargaining unit members are not available for assignments, they may be offered to non-bargaining unit employees.

Drivers who are contacted but not reached shall be moved to the bottom of the rotation after failing to respond to a second opportunity being offered.

For the purposes of this section, "extra runs" do not include the situation where a driver is unavailable for his or her regularly scheduled run and, therefore, coverage is required. In such situations, substitute drivers will be contacted to cover the unavailable driver's regularly scheduled run.

8. Summer assignments for paraprofessionals, instructional assistants, and bus drivers shall be posted at least ten (10) calendar days in advance, if known in accordance with Article V, Section 7 above. Summer assignments for paraprofessionals, instructional assistants, and bus drivers that arise during the summer months shall be posted electronically and disseminated to the school email address of any paraprofessional or instructional assistant that requests such notice prior to the end of the school year. Appointments shall be made by the Superintendent as set forth above in paragraph 2.

#### **ARTICLE VI - No Strike**

The Union, its agents and each employee agree(s) that during the term of this Agreement, it or they shall not for any reason authorize, institute, aid, condone or engage in a strike, slowdown, work stoppage, sympathy strike, or other concerted interference with the Board's operation. The Union shall take reasonable, prompt and positive measures to prevent and stop any acts described in this Article.

#### **ARTICLE VII - Hours of Work and Overtime**

1. Work schedules for employees will be set by the Board. Time and one-half (1 1/2) shall be paid for all work performed in excess of forty (40) hours in any one workweek. No overtime shall be worked unless approved, in advance, by the Superintendent or his/her designee.

2. Any permanent or long term change to an employee's work schedule will be preceded by no less than two (2) weeks notice, except where, in the judgment of the Superintendent or his/her designee, an emergency exists.

#### **ARTICLE VIII – Categories of Employees**

The following categories shall be used for the determination of the benefits described in this collective bargaining agreement:

Category	Regularly Scheduled Hours per week (subject to changes necessitated by individual	Months Per Year	Job Title
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		assignment)*		
12 Month	A	30-40	12	Administrative Assistant
10 Month	B	30-40	10	Paraprofessional Instructional Assistant Bus Drivers Library/Computer Aide
	C	29 or fewer	10	Part-time Paraprofessional, Instructional Assistant or Library/Computer Aide
	D	29 or fewer	10	Part-time Bus Driver
12 Month	E	29 or fewer	12	Part-time Office Assistant

\* In this agreement, "Regularly Scheduled" means the schedule by which an employee is assigned to work upon hire or at the beginning of the school year. For bus drivers, "regularly scheduled" shall be defined at the beginning of the contract year and shall exclude all extra runs and field trips. For all ten month employees, "regularly scheduled" shall be defined at the beginning of the school year and shall exclude all extra runs, field trips and summer employment. If the Board changes a bus driver's regular schedule for a period of twenty-five (25) working days, on the twenty-sixth (26<sup>th</sup>) working day, the employee's "regular schedule" for the purposes of this agreement shall be changed thereby. The Board reserves the right to set individual schedules for employees based on operational and/or student needs.

#### ARTICLE IX - Holidays

- The following paid holidays shall be observed with pay:

Category A	Category B	Category C, D & E
Labor Day	Labor Day	Thanksgiving Day
Thanksgiving Day	Thanksgiving Day	Christmas Day
Christmas Day	Christmas Day	New Year's Day
New Year's Day	New Year's Day	Martin Luther King Day
Martin Luther King Day	Martin Luther King Day	Veteran's Day
Presidents' Day	Presidents' Day	
Memorial Day	Memorial Day	
Fourth of July	Veteran's Day	
Veteran's Day		

- Holiday pay shall be based on the number of hours an employee is regularly scheduled to work. For bus drivers, "regularly scheduled" shall be defined at the beginning of the contract year and shall exclude all extra runs and field trips. For all ten month employees, "regularly scheduled" shall be defined at the beginning of the school year and shall exclude all extra runs, field trips and summer employment. If the Board

changes a bus driver's regular schedule for a period of twenty-five (25) working days, on the twenty-sixth (26<sup>th</sup>) working day, the employee's "regular schedule" for the purposes of this agreement shall be changed thereby.

3. Holidays are non-cumulative.
4. In the event that a holiday falls on a Saturday or Sunday, the Superintendent will designate either the preceding Friday or the succeeding Monday as the holiday as determined within the school calendar.
5. Except as approved by the Superintendent or his/her designee, no employee shall be entitled to holiday pay unless he/she works the last regularly scheduled day of work before and the first regularly scheduled day of work after the holiday.
6. When a holiday occurs during an employee's paid vacation, said holiday shall not be charged against the employee's earned vacation time.

#### **ARTICLE X - Vacation**

Paid vacation is available to Category A employees as follows:

Full Years of Employment	2 <sup>nd</sup> through 5 <sup>th</sup>	5 <sup>th</sup> through 9 <sup>th</sup>	Ten or more years	20+ years
Number of days	10	12	15	20

1. Category A employees shall accrue five-sixths (5/6) vacation days per month during their first year of employment.
2. Vacation time may not be carried to the following year unless approved by the Superintendent or his/her designee. This will be allowed after a situational review from the Superintendent or his/her designee on a case by case basis accounting for any/all special circumstances. No decision by the Superintendent or his/her designee regarding such a request shall be subject to the grievance procedure. Carry over shall be limited to five (5) days per employee.
3. Vacations must be approved in advance, by the Superintendent or his/her designee. Except in emergencies, requests for vacation must be submitted to the Superintendent or his/her designee at least one (1) month in advance.
4. Except as permitted by the Superintendent or his/her designee, all vacation time must be taken during school vacations.

5. Vacation days will be paid based on the number of hours an employee is regularly scheduled to work. Vacation days must be taken in one-half or full day increments.
6. The vacation year shall begin July 1 and end June 30. In order to be eligible for the vacation allotment set forth in (2) above for a given vacation year, the employee must have completed the requisite years of service as of June 30 of the previous vacation year.

#### **ARTICLE XI - Leave Provisions**

1. Sick Leave. 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 that not more than three (3) days of sick leave per fiscal year shall be granted. With permission of the Superintendent or his/her designee, additional accrued sick leave may be taken within a fiscal year. "Immediate family" means spouse, father, mother, sister, brother, or child and also any relative who is domiciled in the employee's household.
2. Employees shall accrue sick leave in accordance with the following schedule:

	Category A	Category B	Categories C, D & E
Number of days per year	11	8	6
Maximum Accumulation	50	40	30

3. For the purposes of sick leave, employees will be paid based on the number of hours they are regularly scheduled to work. For bus driver employees, sick days may be taken by run (e.g. the increment is the length of the run). For all other employees, sick time must be taken in fifteen-minute increments.
4. A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive working days of absence or in cases of suspected abuse.
5. Upon exhaustion of sick leave, an employee may request an unpaid leave of absence from the Superintendent or his/her designee. No decision by the Superintendent or his/her

designee regarding such a request shall be subject to the grievance procedure.

6. In the event of death of an employee's spouse or child, as much as five (5) working days leave with pay shall be granted for each occurrence. In the event of death of an employee's parent or sibling, as much as three (3) working days leave with pay shall be granted for each occurrence. In the event of death of an employee's current mother-in-law, current father-in-law, current sister-in-law or current brother-in-law, one (1) working day leave with pay shall be granted for each occurrence.

7. Personal Leave. The Superintendent or his/her designee may grant personal leave in the amounts listed below, to be used for personal business which cannot be transacted outside of an employee's work hours for the reasons set forth below:

- a. Legal or financial business that requires the employee's attendance (e.g., house closing), provided that this clause shall not apply to any situation that shall arise due to the demands of outside employment;
- b. Marriage (self, children, parents, or siblings);
- c. Attendance at graduation exercises for self, spouse, or children and
- d. Any other reason approved by the Superintendent or his/her designee in advance in the Superintendent's discretion.

Personal Leave amounts shall be as follows:

	Category A	Category B
Number of days per year	3	2

Personal leave shall be non-cumulative, and shall be paid based on the number of hours an employee is regularly scheduled to work. Employees may request up to a maximum of two unpaid personal leave days per year. The Superintendent or his/her designee may, in his/her discretion, grant or deny such request for unpaid personal leave. Denial of the request for unpaid personal leave shall not be subject to the grievance procedure. For bus driver employees, personal days may be taken by run (e.g. the increment is the length of the run). For all other employees, personal leave days must be taken in two-hour increments.

8. Military Leave. Military leave shall be granted in accordance with the law.

9. Jury Duty. All employees who are called to serve as jurors shall receive their regular pay less their pay as jurors for each day of jury duty, provided that such employee gives written notice to the Superintendent or his/her designee within forty eight (48) hours after he/she

receives the call to jury duty.

10. An employee may request an unpaid leave of absence of up to one-year from the Superintendent or his/her designee. The Superintendent may, in his/her discretion, grant or deny such request for leave. Denial of the request for leave shall not be subject to the grievance procedure.

#### **ARTICLE XII - Family and Medical Leave**

Employees shall be eligible for leave in accordance with the federal and/or state Family and Medical Leave Acts ("FMLA") when employees meet applicable criteria for same. Any unpaid leave of absence taken under this Agreement under circumstances that would qualify for FMLA leave shall count towards eligibility for FMLA leave.

#### **ARTICLE XIII - Insurance**

1. Employees in Categories A and B shall be entitled to health insurance coverage for the employee and his/her dependents under the plan described in summary form in Appendix B-1 attached.

2. In the event that a Category B employee experiences a schedule change that causes the employee's regular schedule to fall below thirty (30) hours but remains at least twenty-five (25) hours per week, the Category B employee shall remain eligible for coverage.

3. Employee shall contribute towards the cost of said insurance as follows via payroll deduction:

Effective	Individual	Dependent
7/1/17	20.5%	21.5%
7/1/18	21.5%	22.5%
7/1/19	22.5%	23.5%

4. Categories C, D and E employees are not eligible for health insurance.

5. The Board shall continue in effect the current dental coverage for the duration of the agreement.

6. The contributions by the Board and the employee to all premium costs shall be based on the rate in effect on July 1 of each year of the contract.

7. Eligibility for the insurance coverage provided under this Article shall be subject to any and all eligibility requirements set by the insurance agent, broker or carrier.
8. The Board shall have the right to change insurance carriers at any time only if the new insurance carrier has substantially equivalent coverage, when considered on an overall basis. In the event of such a change, the premium contribution percentages set forth in Section 1 shall remain in effect.
9. The Board shall establish a Section 125 plan for all employees electing to have insurance coverage as provided under Section 1.
10. A covered employee who leaves the employment of the Board shall be eligible to maintain insurance coverage under the provisions of COBRA, in accordance with applicable law.
11. The Board shall have the right to offer additional insurance plans as alternatives to the plans described above. The Board shall have the right to establish the percentage employee premium contribution for any such plan (if offered by the Board), provided that the percentage employee contribution shall not exceed the percentage employee contribution paid, based on the classification of the employee, for the plans described in Appendix B, for any level of coverage.
12. If the Board reasonably determines 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 regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such midterm negotiations may include any proposals under Article XIII and the related insurance appendices.
13. At the request of either party during the term of this Agreement, the parties shall meet to explore means to reduce health insurance costs, including an investigation of the possibility of joining the state pool as well as other strategies to reduce costs.

#### **ARTICLE XIV - Wages**

The wages for positions covered by this Agreement are provided in Appendix A, Wages, which is attached hereto and made a part of this Agreement.

#### **ARTICLE XV - Disciplinary Action**

No employee will be disciplined except for just cause.

#### **ARTICLE XVI - Grievance Procedure**

##### **1. Definitions**

- a. A "grievance" shall mean a complaint by an employee, the Union, or a group of employees that as to him/her there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- b. "Grievant" shall mean any member of the bargaining unit, or a group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this article.
- c. "Days" shall mean calendar days.

##### **2. Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits may, however, be extended by written agreement of the parties in interest.

- a. If a grievance in writing is not filed with the Supervisor within sixteen (16) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- b. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- c. An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.
- d. The time limits contained in this Article may be extended only by written mutual agreement.

3. Informal Process

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her Supervisor or other appropriate administrator in an effort to resolve the problem informally.

4. Level One - Supervisor

In the event that the informal discussion fails to resolve the problem, then the employee must file a written grievance, describing with reasonable specificity the alleged violation, misinterpretation or misapplication of the Agreement, and specifying the contract provision alleged to have been violated, misinterpreted or misapplied. The Supervisor shall, within seven (7) days of that filing of the grievance in writing, give a written answer with a copy to the Union.

5. Level Two - Principal

If the employee is not satisfied with the disposition of the matter at Level One, he/she shall submit the written grievance as described above to the Principal within three (3) days of the written decision at Level One. The Principal shall, within seven (7) days of that filing of the grievance in writing, give a written answer with a copy to the Union. Employees whose immediate supervisor is the Principal shall be permitted to move directly to Level Three by filing the written grievance with the Superintendent within three (3) days of the written decision at Level One.

6. Level Three - Superintendent of Schools

a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may within three (3) days after the decision, file his/her written grievance with the Superintendent of Schools.

b. The Superintendent shall, within seven (7) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.

c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefor in writing to the grievant, with a copy to the Union.

d. Where there is reasonable cause why the Superintendent should not hear the grievance at Level Three, the grievant may petition the Board for a hearing, within three (3) days after the decision at Level Two. The petition filed to the Board will include the grievant's basis for believing that there is reasonable cause why the Superintendent should not hear the grievance.



e. Upon receipt of such petition, the Board shall, no later than the next regularly scheduled Board meeting falling at least fifteen (15) days after receipt of the grievance by the Board, hold a meeting with the grievant and with representatives of the Union for the purpose of determining if it is appropriate for the Board to hear the grievance, and, if so, for resolving the grievance. In such case, the Board shall, within ten (10) days after such meeting render its decision and the reasons therefor in writing to the grievant, with a copy to the Union. If the Board determines the Superintendent should hear the grievance, the Superintendent shall hear the grievance within seven (7) days.

7. Level Four - Mediation/Arbitration

a. If the grievance is not resolved to the Union's satisfaction at Level Three, the Union may, at its option, submit the grievance to arbitration by the American Arbitration Association within fourteen (14) days of receiving the Level Three answer. The submission of the grievance shall state the specific provisions of the contract allegedly violated and the remedy sought.

b. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render his/her decision in writing no later than thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding.

c. The cost of arbitration will be borne equally by the parties.

d. The arbitrator will hear only one grievance at a time, except as otherwise agreed by the parties. This provision will not prevent the arbitrator from hearing a Union or class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.

**ARTICLE XVII - Duration**

1. This Agreement shall be effective July 1, 2017 and shall remain in full force and effect through June 30, 2020, unless reopened pursuant to its terms. This Agreement shall remain in full force and be effective during the period of negotiations for a successor Agreement.

2. Either party may notify the other party in writing 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 session prior to one hundred twenty (120) days before expiration hereof.

### **ARTICLE XVIII - Complete Agreement**

It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

### **ARTICLE XIX - Savings Clause**

If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, it shall be severed from the Agreement and the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the others.

### **ARTICLE XX - Miscellaneous**

1. The approved use of a personal vehicle for school business shall be reimbursed at the IRS rate as amended.
2. The Board will make arrangements for such physical examinations for each bus driver as may be required to maintain his/her bus driver's license. Such examinations will be at no cost to the employee, and will be provided by a qualified physician selected by the Board. The Parties further agree that any testing required or ordered by the physician selected by the Board which is necessary for a bus driver to maintain his/her bus driver's license shall be done at no cost to the employee.
3. Bus drivers will be paid for time worked, except that he/she will receive no less than a minimum of two (2) hours pay per day on which such employee works. Bus cleaning shall not be included for purposes of this provision. Employees shall pick up and drop off buses at the Town Garage contiguous to their regular shifts.
4. If a driver loses a run through mechanical failure or some other reason through no fault of his/her own other than a reduction in the number of runs, the driver will be reassigned to do other work if available and paid his/her normal hourly rate of pay for the duration of the

canceled or lost runs(s).

5. An Advisory Council will be established for the purpose of maintaining communications between administration, the Union and the bargaining unit members. The Council will consist of the Superintendent, the Special Education Director, the Principal, the President of the Union and two other members selected by the Union. Meetings will be held at least annually, and also by agreement of the Council. The aim of the Council will be to air, discuss, explore, and research suggestions submitted for consideration by members of the Council, including evaluation procedures and health and safety issues. Results of such discussions are not grievable, nor does the fact that a matter of discussion is not resolved satisfactorily to all parties make the matter of discussion a negotiable item.

6. The Board shall offer training or pay any costs associated with the employee's participation in any curriculum and/or additional training when such employee is required by the Board to engage in such training/professional development. The Board shall pay the Connecticut CDL licensure fee and driver proficiency test training provided by the Board for any employee.

#### **ARTICLE XXI - Layoff and Recall Rights**

1. A layoff is defined as the involuntary, non-disciplinary separation of an employee from Board employment because of lack of work, or other economic or statutory reasons.

2. Layoffs shall be by classification. In the event of a layoff the employee with the least seniority shall be laid off first, provided that, in the reasonable judgment of the Superintendent or his/her designee, this does not conflict with the best interests of the school system.

3. Recall rights shall be by classification. In the event of a recall, the employee last laid off within that classification shall be given the first opportunity for the position, provided that, in the reasonable judgment of the Superintendent or his/her designee, this does not conflict with the best interests of the school system. Employees shall enjoy such recall rights for one (1) calendar year following the effective date of layoff.

4. In the event of a recall, the Board shall inform the employee in writing of the opportunity to be re-employed. An employee who declines re-employment, or who fails to respond within fourteen (14) calendar days of mailing shall forfeit all further recall rights.

5. Temporary and probationary employees within a classification shall be laid off before any permanent employee in such classification.

6. For the purposes of this Article, seniority shall be defined according to the provisions of Article IV of this Agreement.

#### **ARTICLE XXII - Drug Testing**

The Board may conduct reasonable, suspicious and random drug and alcohol testing, provided it does so in accordance with Section 31-51t et seq. of the General Statutes of Connecticut, as amended from time to time. The first positive test will not, by itself, result in termination. The employee shall be provided up to thirty (30) days of unpaid leave if he/she chooses to receive rehabilitation. An employee testing positive will be subject to follow-up testing for a period of three (3) years, during which time he/she will undergo up to six (6) follow-up tests. A second positive test, whether pursuant to a follow-up test, a reasonable suspicion test, or a subsequent random test shall result in termination. The refusal to submit to a drug or alcohol test shall be grounds for immediate dismissal.

#### **ARTICLE XXIII - Annuity**

The employer will provide for any member of this bargaining unit who chooses to participate at his/her own expense an annuity.

#### **ARTICLE XXIV - School Closing**

Twelve month employees are required to report to school on days when school is closed due to inclement weather, unless otherwise advised by the Superintendent of Schools or his/her designee, or if the roads are declared closed by the State of Connecticut. When roads are closed by the State, twelve (12) month employees shall receive their normal rate of pay for any work hours lost due to the closing of school.

Where an employee subject to this clause is otherwise required to report, he/she may elect not to report but will not be paid for the day or can elect to use accrued personal leave or vacation leave.

In Accordance with Article XX, Section 5, the Parties agree to meet within 60 days of the signing of this Agreement to discuss the development of a professional development program schedule and implementation of the same.

#### **ARTICLE XXV – Union Business**

1. The Board agrees to grant one full day off, without discrimination or loss of seniority rights, and without pay, for up to two (2) employees designated by the Union to attend the CSEA SEIU Local 2001 biannual convention, provided one week written notice is given by the

Union.

2. The Union may use school buildings for meetings with bargaining unit employees, provided it makes written application to the Superintendent or his/her designee, and provided that the use is approved by the Superintendent or his/her designee. Such use shall be at no cost to the Union, except that the Union shall be required to pay for any additional cleanup necessitated by such use.
3. The Board shall provide space on a bulletin board for the display of official Union notices or announcements.
4. Each new employee will be released from work for up to one half hour to receive an orientation by the Union president or his/her designee. One (1) Union officer shall be released by the Superintendent for the purpose of conducting the orientation.

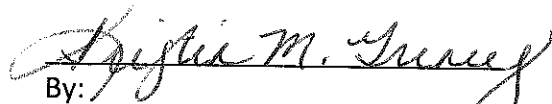
**Signatures and Execution**

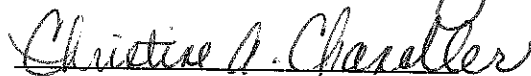
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 8th DAY OF February, 2018.


**Sterling Board of Education**

  
By: \_\_\_\_\_

**CSEA SEIU Local 2001**

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## Schedule A

### Wages

The Board will increase the 7/1/2016 schedule set forth below by 2.00% retroactive to July 1, 2017, by 2.00% on July 1, 2018, and by 2.25% on July 1 2019.

The following shall be the new wage schedule for the bargaining unit.

<b>Classifications</b>	<b>7/1/2017</b>	<b>7/1/2018</b>	<b>7/1/2019</b>
Administrative Assistants	\$18.76	\$19.14	\$19.57
Bus Driver	\$15.99	\$16.31	\$16.68
Paraprofessional	\$13.28	\$13.55	\$13.85
Library/Computer Aide	\$13.57	\$13.84	\$14.15
Instructional Assistant	\$15.58	\$15.89	\$16.25
Office Assistant	\$14.26	\$14.55	\$14.88

An employee whose wage is presently above these new job rates will receive general wage increases applicable to all employees. Employees who perform work in a higher classification for three (3) or more consecutive days, shall be paid at the higher rate, retroactive to the first day.

Employees are required to utilize direct deposit for the receipt of wage payments.

Instructional assistants/paraprofessionals whose date of hire as an instructional assistant/paraprofessional is on or before the date of ratification and approval of this contract, who are hired for summer employment shall receive a five dollar (\$5.00) hourly differential for work performed during the summer months.

## Appendix B

### Insurance Plan Description

#### **Preferred Provider Plan:**

Following are some of the co-pay, deductible, and coverage features of the PPO Plan

<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
Office Visit (OV) Copayment	\$30 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$45 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$500 per day up to \$2,000 per year	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not covered
Emergency Room (ER) Copayment (waived if admitted)	\$150	\$150
Outpatient Surgery (OS) Copayment	\$500	Deductible & Coinsurance
Ambulatory Surgery (ASC) Copayment	\$100	Deductible & Coinsurance
Calendar Year Deductible (individual/2-member family/3+ member family)	NOT APPLICABLE	\$2000/\$4000/\$6000
Coinsurance	NOT APPLICABLE	30% after deductible up to coinsurance maximum
Coinsurance Maximum (individual/2-member family/3+ member family)	NOT APPLICABLE	\$10,700/\$21,400/\$32,100
Cost Share Maximum (individual/2-member family/3+ member family)	\$6,350/\$12,700/\$12,700	\$12,700/\$25,400/\$38,100

**Appendix B**  
**Insurance Plan Description**

**Preferred Provider Plan:**

Following are some of the co-pay, deductible, and coverage features of the PPO Plan  
(Continued)

<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
High cost Diagnostic <i>(prior authorization required; the following are subject to co-pay: MRI, MRA, CAT, CRA, PET, SPECT scans)</i> <i>Note: \$375 Copayment maximum per member per calendar year</i>	\$75 co-payment	Deductible & Coinsurance
Allergy services	Office visits/testing SV copayment  Injections -- 80 visits in three years; \$25 copayment	Deductible & Coinsurance
Outpatient rehabilitative services <i>Prior authorization required after the first visit for PT and OT</i> <i>30 combined visit maximum for PT, OT and ST per calendar year.</i> <i>20 visit maximum for Chiro. per calendar year</i>	SV copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	50%	Deductible & 50% Coinsurance
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level</i>	50%	Deductible & 50% Coinsurance
Infertility – <i>prior authorization required</i> <i>Some restrictions may apply</i>	Applicable co-payment	Deductible & Coinsurance
Home health care		



<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
100 visits per member per calendar year	\$30 co-payment	\$50 Deductible & 20% Coinsurance
Managed Prescription Drug Coverage	\$20/\$30/\$40; unlimited; Mail Order at 2X applicable co-payment	

1. This insurance matrix appendix contains a summary and description of the PPO Plan. It is agreed and understood by the parties that the insurance description contained in this matrix is descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.
2. Premium cost-sharing shall be required as set forth in Article XIII.
3. The Board may elect to change carriers for any of the benefits specified, provided the coverage is reasonably comparable to the coverage in effect immediately prior to the change.
4. Notwithstanding the provisions of the collective bargaining agreement above, the medical, RX and dental insurance plan offered by the Board shall be the State of Connecticut Partnership Plan (2.0).
5. Premium rates shall be inclusive of medical, RX, dental and all administrative fees incurred by the Board, and shall be established by the State of Connecticut for the relevant July 1 through June 30 period.
6. The premium rates will be established by the State of Connecticut for single, employee + 1 and family, and for actives, pre-65 actives, Medicare retirees and post-65 non Medicare eligible retirees, and blended to provide a uniform rate across categories for actives and retirees. This may result in active employees paying a higher premium than the active rates posted on the State of Connecticut website and retirees paying less than the retiree rate listed.
7. The State of Connecticut Partnership Plan design and co-payments shall be specified by the State of Connecticut. The Board and the Union recognize that State of Connecticut may unilaterally change the plan design and co-payments of these plans.
8. The parties acknowledge that the Board has a management right to leave the State of Connecticut Partnership Plan at any time for a new plan or carrier. In such event, the parties shall engage in midterm bargaining in accordance with the requirements of the Municipal Employee Relations Act ("MERA"). In any such midterm bargaining, including any related interest arbitration proceedings, the PPO Plan described herein shall be considered to be the current benefit for the purposes of the parties' negotiations.

9. The parties acknowledge that the State of Connecticut Partnership Plan 2.0 contains a wellness component referred to by the State as the Health Enhancement Program ("HEP"). All employees and dependents participating in the State of Connecticut Partnership Plan will be required to participate in HEP and subject to its terms and conditions.

10. All employees will be required to complete any documentation required to enroll in the State of Connecticut Partnership Plan and HEP.

11. In the event that the State of Connecticut Partnership Plan administrators impose a HEP non-participation penalty on the basis of an employee's non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee's insurance, any such penalty shall be fully paid by the non-compliant employee, by payroll deduction.

12. The Board may implement alternative insurance plans in addition to those described in this agreement, with such terms and premium cost-sharing as it deems in the best interests of the Boards, with prior notice to the Union.