

COLLECTIVE BARGAINING AGREEMENT

By and Between

Tolland Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Tolland Clerical Employees
Local 424 - Unit 28**

July 1, 2017 through June 30, 2021

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ARTICLE I

RECOGNITION

The Tolland Board of Education (hereinafter referred to as the Board) recognizes and certifies the Tolland Clerical Employees, UPSEU Local 424, Unit 28, (hereinafter referred to as the Union) for the purpose of professional negotiations on behalf of the Tolland Clerical Employees including all Executive Secretaries, Administrative Secretaries, Assistant Bookkeepers/Accounts Payable, Guidance Secretaries, SAA/Assistant Guidance Secretaries, and Secretaries but excluding the Human Resource Assistant and the Payroll Bookkeeper.

ARTICLE II

EMPLOYEE PROTECTION

The Board agrees to protect the employees as provided for in section 10-235 (as amended), Connecticut General Statutes.

ARTICLE III

NO DISCRIMINATION

There shall be no discrimination of any kind against any employees of the Board of Education based upon marital status, age, sex, race, creed, national origin, ancestry, religious belief, sexual orientation, disability, Union activity, or lack of Union activity, either by the Board or by the Union. As used herein, the words "she" and "her" apply fully to bargaining unit members, regardless of sex or gender.

ARTICLE IV

PROBATIONARY PERIOD

- A. All new employees shall be considered probationary for a period of ninety (90) calendar days and shall not attain any rights or benefits under this agreement during the probationary period. After sixty (60) calendar days new employees shall be eligible for health insurance benefits as set forth in Article XII, Section A, upon the first day of the following month. For ten (10) month employees, days that fall outside of the ten (10) month work year, and which the employee does not work, shall not be counted as part of the ninety (90) day period. Such probationary employees may be discharged or disciplined at the will of the Board during the probationary period, and no such discharge or discipline by the Board or its designee shall be subject to the grievance procedure of this agreement or other controls by the Union on behalf of the employees.
- B. Newly hired employees shall be defined as employees hired from outside the Tolland Board of Education school system. Employees hired for a secretarial/clerical position from another employee position within the school system will still be required to go through the probationary period but without loss of fringe benefits.

ARTICLE V
NO STRIKE

Pursuant to Connecticut General Statute 7-467 (Municipal Employee Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage, and the Board shall not pursue lock-out tactics in any part of its operations.

ARTICLE VI
UNION BULLETIN BOARD

There will be space available on existing bulletin boards in each school and in the central office building, for the purpose of displaying notices, circulars, and other Union materials. These bulletin boards shall be displayed in conspicuous places in each school and in the central office.

ARTICLE VII
UNION MEETING ON SCHOOL PROPERTY

- A. Upon approval of the Superintendent or his designee, after a request of at least twenty-four (24) hours in advance, the Union may call meetings in each school before or after school or during the lunch hour whenever necessary, providing such meetings do not conflict with other scheduled school activities or programs.
- B. Members of the Union may call at least one meeting each year when in service days are scheduled on the school calendar.

ARTICLE VIII
SENIORITY

- A. The Superintendent shall prepare a list of all employees covered by this Agreement showing their seniority in length of service as a secretary with the Board and deliver same to the Unit President on October 1st of each year. Such seniority shall be calculated according to the length of continuous service with the Board as of the anniversary date of employment as a secretary.
- B. It is the policy of the Board to employ and retain the best qualified personnel on the basis of their merit and effectiveness as clerks and secretaries without discrimination as to their residence, national origin, religion, race, marital status, sex, age, union membership, union activity or other improper standards as set forth in Article III.
- C. The selection, employment assignment and transfer of employees as provided herein, shall be determined by the Superintendent, as authorized by the Board, on the basis of the contribution of each person to the total administrative process. In the event that a position in the bargaining unit becomes available and is sought by two or more employees whose qualifications are, in the professional judgment of the Superintendent, relatively equal, priority shall be given to the most senior employee.

- D. Any employee covered under this agreement who leaves the employ of the Board in good standing and who returns to the service of the Board within six (6) months of such separation shall upon return be credited with all past seniority accumulated prior to the separation date.

ARTICLE IX **HOLIDAYS**

- A. Employees on a twelve (12) month schedule will be entitled to sixteen and one-half (16 1/2) paid holidays each year as set forth below. Employees on a ten (10) month schedule will be entitled to twelve (12) paid holidays. For the life of the labor agreement, these holidays are designated by (*) below. Part-time employees normally scheduled to work the day on which the holiday occurs will be eligible for holiday pay on a pro-rata basis based on the number of hours worked in the normal week.

Recognized holidays:

- *1. Labor Day
 - *2. Columbus Day ‡
 - *3. Veterans' Day‡
 - 4. 1/2 Day--before Thanksgiving
 - *5. Thanksgiving Day
 - 6. Day after Thanksgiving
 - 7. Day before Christmas
 - *8. Christmas Day
 - 9. Day after Christmas
 - 10. Day before New Year's Day.
 - *11. New Year's Day
 - *12. Martin Luther King Day
 - *13. President's Day
 - *14. Memorial Day
 - *15. Good Friday
 - *16. Independence Day
 - *17. Floating Holiday
- B. Should school be held on one of the above identified holidays identified with an ‡ (Columbus Day and Veterans' Day), the administration shall replace the holiday with a floating holiday. An employee's designation of his/her floating holiday will not be unreasonably denied by the administration.
- C. To be eligible for holiday pay, the employee must work the full scheduled day immediately preceding and immediately following the holiday. A vacation day taken prior to a holiday will be treated as a working day. In order for sick leave taken immediately prior to or after a holiday to be considered a working day, the employee must present a note from a physician.

- D. All holidays which are paid shall be paid based upon seven (7) hour's pay at the normal hourly rate of pay, except for part-time employees, whose holiday rate shall be based on their normally scheduled daily work hours.
- E. Recognized holidays falling on Saturday shall be taken at any time during the fiscal year, when the office work requirements permit, with approval of the immediate supervisor and superintendent. State law provides for holidays falling on Sunday to be taken on the following Monday.
- F. The floating holiday shall be taken any time during the fiscal year, when office work requirements permit, with approval of the immediate supervisor and superintendent. Ten (10) month employees shall be allowed to take the floating holiday during the school year.

ARTICLE X

VACATIONS

- A. Employees on a twelve (12) month schedule will be entitled to paid vacation based upon total years of service in any position within the Tolland School System:

Two (2) weeks after one full-year, one week of which may be taken after completing six (6) months service

Three (3) weeks after five (5) full years

Four (4) weeks after ten (10) full years

Part-time employees on a twelve (12) month schedule will be entitled to paid vacation on a pro-rata basis based on the number of hours worked during the normal work week and based upon the years of service in the Tolland School System. If a part-time secretary is subsequently employed full-time, his/her accumulated vacation as a part-time secretary, if applicable, will be adjusted accordingly (e.g., ten (10) days accumulated at half-time will become five (5) days).

Effective July 1, 2017, vacation time must be used in the school year in which it was earned (for example, vacation time earned during the 2017-18 school year must be used by June 30, 2018). Employees will be permitted to carry over a maximum total of five (5) unused vacation days into the subsequent school year provided the days are used on or before December 31st of the current calendar year. If such time is not used by December 31st, such time shall be deemed as forfeited. Upon severance from employment, employees will receive a payment for unused vacation days capped at a maximum of ten (10) unused vacation days. This provision shall apply to all employees in this unit subject to the stipulations set forth in a separate side letter of agreement attached to the contract.

- B. Effective July 1, 1999, vacation days will be allotted on a fiscal year basis. Employees will be eligible for vacation earned during the prior fiscal year on July 1st of the next fiscal year. When an employee is hired during the fiscal year, vacation will accrue from date of hire to the end of the fiscal year. On July 1st, the newly hired employee will receive the accrued

vacation days for the months prior to July 1st.

- C. No more than ten (10) consecutive working days at one time may be taken without the express, written consent of the superintendent.
- D. Vacations may be taken any time during the fiscal year when the office work requirements permit and upon the recommendation of the immediate supervisor and approval of the Superintendent. Where work requirements permit, upon recommendation of the immediate supervisor and approval of the superintendent, Section B may be waived. Vacation requests shall not be unreasonably denied.
- E. New employees are eligible for the complete vacation entitlement under Section A above if they work a full year, the year preceding their vacation request. If a new employee works less than a full year, (with the exception of holidays, vacations, bereavement leave, sick time), then their vacation benefit shall be prorated based upon the actual number of days worked.

ARTICLE XI **BEREAVEMENT LEAVE**

Up to six (6) days of paid bereavement leave are available to each employee each contract year to use at the employee's discretion. At the discretion of the Superintendent or his/her designee, additional bereavement days may be granted.

ARTICLE XII **INSURANCE**

A. 1. Traditional Plan

The Board shall provide eligible employees with the opportunity to enroll (for individual, 2-person, or family membership) in a comprehensive health insurance plan ("traditional plan"). The traditional plan will include a \$20 office co-payment, a \$25 urgent care co-payment, a \$100 emergency room co-payment, a \$150 outpatient surgery co-payment, and a \$250 per admission co-payment for hospitalization. Out-of-network services will be subject to deductibles of \$250/\$500/\$750 and to co-insurance of 20% up to \$1250/\$2500/\$3750. Prescription drug co-payments shall be as follows: \$10 for generic, \$25 for formulary drugs; \$40 for non-formulary drugs with a 2x co-payment for mail order, with an unlimited annual benefit.

Effective July 1, 2017, the HD/HSA/HRA Plan will be the core insurance plan. For any employee who remains enrolled in the traditional plan, the Board will pay the same total dollar amount toward the premium cost for the traditional plan as the Board pays toward the premium cost for the HD/HSA/HRA Plan for an employee enrolled at the same coverage level. The employee shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the traditional plan.

Effective July 1, 2018, the traditional plan will no longer be available to employees and the HD/HSA/HRA Plan shall be the sole insurance plan.

2. High Deductible (HD)/HSA/HRA Plan with Vision

The plan includes the following components for all eligible employees:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2,000/4,000	\$2,000/4,000
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2,000/4,000
Cost Share Maximum (Individual/Aggregate Family)	\$2,000/4,000	\$4,000/8,000
Lifetime Maximum	Unlimited	Unlimited

The Board will fund seventy-five percent (75%) of the deductible in the 2017-18 contract year, sixty-two and one-half (62.5%) in the 2018-19 contract year and fifty percent 50% in the 2019-20 and 2020-21 contract years of the applicable HSA/HRA deductible amount for each employee who elects coverage under the high deductible/HSA/HRA plan. The Board's contribution toward the high deductible plan will be deposited into the HSA/HRA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the high deductible plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed secretaries. The Board shall have no obligation to fund any portion of the HSA/HRA deductible for retirees or other individuals upon their separation from employment. If the high deductible/HSA/HRA plan is implemented after the start of the calendar year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

The secretaries shall be responsible for paying the following percentages of the premium costs for the HD/HSA/HRA plan:

2017-18	15%
2018-19	15%
2019-20	16%
2020-21	16%

B. The Board shall provide for the participating secretary, family coverage or individual coverage, (whichever is applicable) of the following:

1. Full Service Dental Plan with Rider A.
2. Life and AD&D coverage equal to one and one-half times annual base salary.

The secretaries shall pay the following percentages of the costs for these plans:

2017-18	17%
2018-19	17%
2019-20	18%
2020-21	18%

- C. The Board shall have the right to change the carriers and/or plans for the health, dental and life insurance benefits described in this article, provided that the new carriers and/or plans provide an overall level of benefits which, when considered as a whole, provides a level of benefits comparable to the existing carriers and/or plans. The Board also reserves the right to self-insure some or all of the health, dental and life insurance benefits. The Board will consult with the Union before changing carriers and will arrange for information sessions with affected employees prior to implementing any change.
- D. The Board shall provide information to each secretary on insurance premiums and benefits upon the issuance of a new contract.
- E. Compensation shall be paid to an employee for personal property damage sustained during or as a direct result of performance of their employment in the Tolland Public Schools, unless such damage was due, in whole or in part, to the employee's own negligence. The compensation shall not exceed the deductible amount included in the employee's homeowners or automobile insurance or \$200.00, whichever is less. In order to be eligible for compensation, the employee must have filed a written report with the local law enforcement agency.
- F. A retiree may continue to maintain coverage as elected above under a subgroup established by the Board of Education. The Board shall pay fifty percent (50%) of the cost of the coverage for employees who retire with thirty (30) years of service with the Board, or thirty-five percent (35%) of the cost with twenty-five (25) years of service, or twenty-five percent (25%) of the cost of coverage for employees who retire with twenty (20) years of service, or twenty percent (20%) for employees who retire with fifteen (15) years of service with the Board. Benefits will be paid for a period not to exceed ten (10) years. After the ten (10) year period, a retiree may continue to participate in the group coverage at his/her own expense. This provision will not apply to bargaining unit members hired after July 1, 2001.
- G. Life insurance coverage upon retirement is fifty percent (50%) of the coverage just prior to retirement. This provision will not apply to bargaining unit members hired after July 1, 2001.
- H. Employees may change insurance benefits once per year except in circumstances such as death, divorce, etc.
- I. Eligible employees may participate in the Board established Section 125 plan for pre-tax treatment of health insurance premiums, unreimbursed medical expenses and dependent care expenses.

- J. All cost share deductions shall be in equal installments commencing on July 1, 2017 or ratification by both parties, whichever is later.

ARTICLE XIII
AGENCY SHOP AND DUES CHECK OFF

- A. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the Board of Education from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. Such deduction shall start after the employee has completed thirty (30) days of employment.
- C. Any employee who within thirty (30) days of employment fails to become a member of the Union, or any employee whose Union membership is terminated for any reason, or any employee who resigns from Union membership shall be required to pay an agency service fee under Section D.
- D. The amount of dues or agency fee deducted under this Article together with a list of employees shall be remitted promptly to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779, together with a list of employees and their addresses for whom any such deduction is made.
- E. The organization agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Union for the purpose of complying with the provisions of this Article.

ARTICLE XIV
RIGHTS AND RESPONSIBILITIES OF THE
BOARD OF EDUCATION

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 of the rights, powers and authority heretofore had by it, except for such rights, powers and authority which are specifically relinquished, abridged or limited by the provisions of this Agreement, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including, but not limited to the following:

- A. To maintain public elementary and secondary schools and such other educational activities as it, in its judgment, deems will best serve the interests of the Town of Tolland; to give the children of Tolland as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land

apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor, and to approve plans for school buildings; to prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as he shall deem desirable.

- B. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.
- C. To establish or continue policies, practices and procedures for the conduct of Board business, except where abridged in this Agreement, and from time to time, to change or abolish such policies, practices and procedures.
- D. To discontinue processes or operations or to discontinue their performance by employees.
- E. To select and to determine the number and types of employees required to perform the Board's operations.
- F. To employ, transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees from duty for lack of work, or other legitimate reasons in accordance with specific provisions of this Agreement.
- G. Work performed by Union members may only be performed by non-Union workers on a short-term substitute basis, or when there is additional work and a student is hired on a part-time basis to assist.
- H. To create job descriptions and revise existing job specifications as deemed necessary. In the event such revision is deemed necessary, the Board shall provide written notice to the Union of its intent to revise. In addition, the Board shall meet with the Union to discuss said revisions prior to implementation.

ARTICLE XV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a secretary or group of secretaries and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person who has been injured.

3. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" except where otherwise indicated, means business days.
5. In instances where reference is made to the "Superintendent", it shall be understood that such reference can mean his designated representative also.

B. PURPOSES

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of secretaries.
2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.
3. Nothing herein contained shall be construed as limiting the right of any secretary having a problem to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Union.
4. Any secretary or group of secretaries shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose in this Article.

C. TIME LIMITS

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. If an employee does not file a grievance in writing within ten (10) calendar days after he/she knew of or should have known of the act or condition giving rise to the grievance, then the grievance shall be considered to have been waived.

D. INFORMAL PROCEDURES

If a secretary feels that she/he may have a grievance, she/he shall first discuss the matter with her/his principal or immediate supervisor in an effort to resolve the problem informally, in good faith.

E. FORMAL PROCEDURE

1. LEVEL ONE - SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

- a. If an aggrieved person is not satisfied with the disposition of her/his problem through informal procedures, she/he may submit the claim as a formal grievance in writing to her/his principal or immediate supervisor.
- b. The principal or supervisor shall within ten (10) days render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union.

2. LEVEL TWO - SUPERINTENDENT OF SCHOOLS

If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, the aggrieved person may request a further review of the grievance by the Superintendent of Schools by presenting the written grievance to the Superintendent within five (5) calendar days of receipt of the decision at step one. Within ten (10) calendar days, the Superintendent shall review the grievance and render a decision to the aggrieved employee.

3. LEVEL THREE – MEDIATION

If the grievant is not satisfied with the decision at Level Two, the Union may request the services of the Connecticut State Board of Mediation and Arbitration to act as mediator of the grievance.

Any request for mediation must be in writing and must be filed with the State Board within ten (10) working days of receipt of the decision under Level Two. The mediator's role shall be strictly advisory, and neither party shall be obliged to accept any opinion or recommendation of the mediator.

4. LEVEL FOUR - ARBITRATION

In the event that an aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Three, or in the event no decision has been rendered within fifteen (15) days after the grievant has first met with the Superintendent of Schools, the grievant may, within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievant has first met with the Superintendent, whichever is sooner, present a request in writing to the President of the Union to submit the grievance to arbitration. The Union may submit the grievance to the State Board of Mediation and Arbitration within fifteen (15) days after receipt of a request by the aggrieved person, in accordance with the provisions of Public Act No. 491 of the 1965 Connecticut General Assembly, as amended. The decision by the arbitrators shall be final and binding. The Arbitrator shall have no authority to modify, add to, or delete from the contract.

ARTICLE XVI
RETIREMENT

The retirement plan offered by the Board of Education will be made available to employees who meet the eligibility requirements of the master plan.

ARTICLE XVII
SELECTION AND APPOINTMENT

- A. The Board or its designee shall be responsible for the selection, employment, assignment, transfer and dismissal of all persons covered by this Agreement. It is expected that school principals and/or unit supervisors will aid in the selection of applicants for positions within their schools or units.
- B. Notice of vacancies shall be posted on all Union bulletin boards for five (5) workdays. Should a vacancy occur while school is not in session, the posting will be mailed to the home of the president of the bargaining unit, or his/her designee, so that he/she may notify all members. Any person interested in the position must apply, in writing, to the Superintendent of Schools office within five (5) workdays from the day of such posting. Appointments to positions shall be in accordance with the provisions of this Agreement. All vacancies and/or new positions shall be posted on the Union's bulletin board five (5) days prior to any public announcement of the vacancy and/or new position. On a case by case basis the Union and the District may choose to post an open position internally and to the public at the same time.

ARTICLE XVIII
RESIGNATIONS

- A. Written notice of resignation should be filed with the Superintendent of Schools at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.
- B. An employee who resigns in good standing shall be entitled to pay up to and including the last day of work.
- C. In addition, the employee shall be paid for any vacation time which is due at the date of termination but which has not been taken, provided that he/she has satisfied the notice requirement as set forth in section A. This requirement shall be waived in cases of emergency.

ARTICLE XIX
PROMOTION AND TRANSFER

- A. Promotions within the bargaining unit shall be made on the basis of merit and the interests of efficient operations as determined by the Superintendent. When, in the professional

judgment of the superintendent, all pertinent qualifications among employees eligible for and interested in a job opening are equal, preference shall be given the most senior employee. When a job vacancy exists, the Board agrees to post such vacancy and to review bids by employees to fill the position. Such posting shall be for a period of not less than five (5) workdays. During this period, employees who wish to apply for the position may do so by notifying the Superintendent of Schools in writing. In such cases, seniority shall be a factor as outlined above. However, nothing herein provided shall be construed as a guarantee or obligation that vacancies or promotions in the bargaining unit shall be filled from the then-existing employee force, if, in the professional judgment of the Superintendent, the position available may be best filled by an outside individual. An employee who is promoted in accordance with this section shall be placed at the lowest step in the higher classification which produces an increase of at least three percent (3%).

- B. Transfers within and between locations shall be made by the Board in its discretion consistent with the Board's view as to the operations and needs of the district. Employees wishing to transfer within or between locations in the district shall be entitled to submit a written request for a transfer should an appropriate opening become available in the future. In determining transfers, the Board agrees to review such written requests as may be on file. When, in the opinion of the Board, an employee who has indicated a desire for a transfer as above specified is qualified for the transfer position based upon merit and the interest of the district, preference shall be given to that individual. In the event of two or more employees indicating a desire for transfer as above specified, the Board agrees to consider seniority as a factor in determining which employee shall be transferred. It is expressly understood that the Board may decline transfer of an employee who has submitted a written transfer request and regardless of seniority, if, in the Board's opinion, the interests of the Board indicate that the transfer not be made.
- C. In the event that the Board deems it necessary to transfer an employee or employees on an involuntary basis, as much notice of the proposed transfers shall be given as may be feasible under the circumstances, and a meeting shall be held with the affected employee(s) to discuss the transfer. A Union representative shall be present at the meeting if requested by the employee. However, nothing herein contained shall be construed to limit the rights of the Board to transfer an employee on short notice where, in the Board's opinion, circumstances warrant such action, in which case, a meeting to discuss the transfer as provided above shall be held within 5 work days afterward.
- D. Placement for new hires. New hires shall be placed at 95% of the lowest salary rate in the applicable classification. After six (6) months of continuous employment, the salary rate shall increase to be equal to the lowest salary rate in the applicable classification. If mutually agreed to between the Superintendent and the Union President, new hires may be given additional credit for relevant education, training and/or experience.

ARTICLE XX

DISCIPLINE AND DISMISSAL

- A. The Board agrees that it will act in good faith and for just cause in the discipline or dismissal of any employee covered by this Agreement.

- B. Employees who feel they were disciplined or discharged in violation of this Article may use the Grievance Procedure of this Agreement in accordance with its terms.
- C. Employee verbal warnings, written warnings, suspensions and discharges shall be stated in writing with a copy to the employee. An employee may request a copy of any disciplinary materials contained in his/her personnel file. Such materials shall be provided promptly.
- D. Disciplinary action, for the purpose of this Article, shall include verbal warnings, written warnings, suspension without pay, and termination. In the event of serious employee misconduct, the Board is not obligated to follow the dictates of progressive discipline.

ARTICLE XXI **LAYOFF AND RECALL**

- A. Prior to the reduction of permanent full-time employees, the Board shall eliminate secretarial/clerical employees in the listed positions in the following order: (1) seasonal; (2) temporary; (3) part-time.

In the event of a reduction in the work force, layoffs will be conducted in accordance with inverse order of seniority within a classification, whose job he/she is able to perform. For the purposes of this article, there are two (2) classifications: 12 month secretaries and 10 month secretaries.

Seniority shall be calculated for purposes of layoff and recall pursuant to Article VIII, Section A for twelve and ten month employees, and Article XXXIV, Section A for part-time employees.

A member slated for layoff may bump a less senior member as follows: an employee in the 12 month classification, as detailed above, may bump the least senior employee in the 12 month classification. If the member laid off is the least senior member of the 12 month classification, he/she may bump a less senior member in the 10 month classification. If the member slated for layoff is a ten month secretary, he/she may bump the least senior employee in the 10 month classification, but he/she may not bump up into the 12 month classification.

- B. Laid off employees' names will be maintained on a preferential recall list for a period of one calendar year from the date of layoff. During such period, employees on the recall list shall be offered positions within the bargaining unit which become open and are to be filled, provided that in the professional judgment of the Superintendent, the employee on the recall list is fully qualified to perform the available work. Any obligations owed by the Board to a laid off employee on the recall list shall be fully and finally discharged by transmittal of a certified letter to the last known address of the employee appearing on Board records. The Board shall notify the employee of the available work and direct the employee to report at a certain date. Failure to report within ten (10) work days of transmittal of the notification shall result in forfeiture of any and all recall rights.

ARTICLE XXII
LEAVES WITHOUT PAY

- A. Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence without pay for a period not to exceed one (1) year.
- B. Application for such leave of absence must be made in writing to the Superintendent at least forty-five (45) days prior to the date that the requested leave is to begin stating the reason for the request and the length of time desired. Such notification requirements shall be waived in cases of emergency. A leave of absence expires automatically at the date of expiration approved for the leave.
- C. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of a school year.
- D. Insurance benefits may be continued during leaves of absence with the full premium cost paid by the employee except as otherwise provided by law.

ARTICLE XXIII
PAID LEAVES OF ABSENCE

A. SICK LEAVE

- 1. All employees shall, during their first year of employment, accumulate sick leave at the rate of one (1) day for each completed month of work to a maximum of twelve (12) days.
- 2. All employees beginning with their second year of employment will be credited with sick leave annually as follows:
 - a. 12 month employees
Eighteen (18) sick days with maximum accumulation to 200 days
 - b. 10 month employees
Fifteen (15) sick days per year with maximum accumulation to 190 days
- 3. Five (5) days of accumulated sick leave per school year may be used for illness or injury in the immediate family creating an emergency. For the purposes of this section, "immediate family" is defined as parent, spouse, child or an individual domiciled in the employee's residence.
- 4. When maximum sick days have been accumulated, an employee will receive fifteen (15) additional non-accumulative sick days.

5. The Board shall have the right to require a doctor's certificate after an absence of five (5) consecutive days or more, or in legitimate cases of suspected abuse.
6. Upon resignation, retirement or death, the employee or beneficiary shall be paid for any sick leave accumulated at the date of termination but which has not been taken at the following rate:

Ten dollars (\$10.00) a day after two (2) years of service

Twelve dollars (\$12.00) a day after five (5) years of service

Fifteen (\$15.00) a day after ten (10) years of service

No new employees hired after July 1, 1998, shall be eligible for this benefit.

7. Part-time employees will be eligible to accumulate paid sick leave on a pro-rata basis based on the number of hours worked in a normal work week. If a secretary is subsequently employed full-time, his/her accumulated sick leave as a part-time secretary, if applicable, will be adjusted accordingly (e.g., thirty (30) days accumulated at half-time will become fifteen (15) days).

B. SICK BANK

1. Each employee may annually contribute one (1) day of his/her sick days to the sick leave bank during the designated contribution period. Should there be insufficient days to cover the granting of an employee's request, a new contribution period will be announced. Unused days in the bank will be retained from year to year.
2. In order to be eligible to receive days from the sick bank, an employee must have contributed to the sick bank during the contribution immediately prior to his/her request for days from the sick bank. New employees and employees returning from leave may contribute one (1) day immediately upon hiring or his/her return to work.
3. Any employee who has exhausted his/her accumulated sick days may apply for days from the sick bank. Such days may be granted only in the event of a personal catastrophic illness/incident as evidenced by medical certification. The decision regarding the granting of days will be made by the Superintendent or his/her designee and the Unit President or his/her designee. No more than ninety (90) days may be awarded per illness/incident. In the event the Superintendent and the President of the Unit, or their designees, are unable to reach agreement regarding an employee's request, the decision regarding the employee's request will be made by the Board of Education. The decision as to the granting of denying of requested days from the sick leave bank is not subject to the grievance procedure.
4. The Unit President may receive a report on sick leave bank activity upon request.

C. PERSONAL DAYS

1. All employees in the bargaining unit shall continue to receive three (3) personal days per year.

2. The employee requesting use of personal time must submit to the Administrator, a completed request form at least five (5) working days prior to the date requested. In case of emergency, when prior notice to the Administrator is not possible, notice must be given as soon as possible and the Administrator may grant approval after the fact. A request form must still be provided in such cases upon return to work from personal time off. The employee will indicate on the Personal Day Request Form, the general category for the personal day: personal, legal, household, or family matter.
3. Personal days are intended to provide employees with time off for personal business or for personal circumstances which, in the normal course of events, cannot be attended to outside working hours.
4. Personal days are not cumulative from year to year.

D. RELIGIOUS HOLIDAYS

Recognized religious holidays - maximum of three (3) days provided written notice is given to the administration at least two weeks in advance.

E. JURY DUTY:

Any Secretary who is called for jury duty will receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from other leave provisions of this Agreement. Employees will receive their regular salary minus any compensation received for jury duty for the duration of the leave. Proof of service must accompany the applicable timesheet when submitted.

ARTICLE XXIV
HOURS OF WORK AND OVERTIME

- A. Hours of work shall be determined by the Board of Education consistent with operational requirements and the interests of education in the town. The normal workweek shall be from Monday to Friday during periods when school is in session, plus such additional days or hours as, in the Board's discretion, shall be necessary in the interests of education in the town. However, this shall under no circumstances be construed as a guarantee or promise of any schedule of hours or minimum workweek.
- B. Working hours are prescribed as follows:
 1. Twelve month personnel: 1730.0 hours per year
181 days @ 7 hours per day when school is in session
1/2 day @ 3.5 hours (half day before Thanksgiving)
16 days @ 7 hours per day holiday
1/2 day @ 3.5 hours (half day before Thanksgiving – paid holiday)
60 days @ 5 1/2 hours per day on non-school days

2 days @ 7 hours (before school is in session)

2. Ten Month – 1454.5 hours per year
181 days @ 7 hours per day when school is in session
12 days @ 7 hours per day holiday
15 days @ 5 1/2 hours per day on non-school days commencing eight (8) work days prior to the opening of school and ending seven (7) work days after the closing of school.
3 days @ 7 hours (before school is in session)
3. Certain twelve month central office personnel shall continue to work 1820 hours per year, 7 hours per day, 5 days per week.

Specific starting and ending times will be consistent with the hours that school is in session in the various buildings.

- C. For all hours worked in excess of forty (40) hours in such payroll workweek, an employee shall be compensated at the rate of time and one-half her/his normal hourly rate of pay. All overtime must be specifically approved in advance by the Superintendent.

ARTICLE XXV **LONGEVITY**

- A. In addition to the employee's regular salary, employees with ten (10) to fourteen (14) years of service shall receive a longevity payment of three hundred dollars (\$300). Employees with fifteen (15) to nineteen (19) years of service shall receive a longevity payment of three hundred seventy-five dollars (\$375). Employees with twenty (20) to twenty-nine (29) years of service shall receive a longevity payment of four hundred twenty-five dollars (\$425). Employees with thirty (30) or more years of service shall receive a longevity payment of six hundred dollars (\$600).
- B. Longevity payments to be paid in a lump sum on the anniversary date of employment.
- C. Years of service shall be computed from the anniversary date of employment.

ARTICLE XXVI **MATERNITY LEAVE**

- A. Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.
- B. Accumulated sick leave shall be available for use during periods of such disability.
- C. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

- D. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
- E. Employees are entitled to child-rearing leave pursuant to the Family Medical Leave Act ("FMLA").

ARTICLE XXVII **TRAVEL COMPENSATION**

Secretaries who use a privately owned automobile for traveling while conducting Board business shall be reimbursed once a month for all mileage driven at the IRS reimbursement rate.

ARTICLE XXVIII **PROTECTION OF SECRETARIES**

- A. Secretaries shall report immediately in writing to their immediate supervisor and to the Central Office staff member in charge of Personnel all cases of assault suffered by them in connection with their employment.
- B. The Board of Education shall protect any member of the Union from financial loss and expense arising out of any action taken by the employee in the discharge of her job duties in accordance with applicable law.
- C. If criminal or civil proceedings are brought against a secretary alleging that she committed an assault in the course and scope of her employment such secretary may request the Board to furnish legal counsel to defend her in such proceedings.
- D. Whenever an employee is absent from school as a result of personal injury caused by an unjustifiable assault arising out of and in the course of her employment, she shall be paid full salary for the period of such absence for the remaining part of the school year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Worker's Compensation award for this temporary disability due to the said assault injury for the period for which such salary is paid.

ARTICLE XXIX **ADDITIONAL PERSONNEL**

The Board agrees to inform the President of the Union and to post all newly established positions for any new clerical position within the school system two weeks prior to any vacancy notice outside of the school system.

ARTICLE XXX
CONSULTATION PROCEDURES

A. MATTERS NOT COVERED BY TERMS OF THIS AGREEMENT.

1. The purpose of the consultation procedure is to provide a vehicle to consider proposals or problems advanced by either party which are not covered by the provision of this agreement.
2. Such proposals or problems shall be discussed with the building principal in an effort to resolve them at the lowest possible level.
3. The Superintendent shall agree to meet at mutually convenient times and in closed session with a representative of the Union to consider proposals or problems advanced by either party whenever such proposals or problems have not been satisfactorily resolved at prior consultations with the principal, no later than two weeks after receipt of the request.
4. A designated subcommittee of the Board agrees to meet within two (2) weeks at mutually convenient times and in closed session with representatives of the Union to consider proposals or problems advanced by either party whenever such proposals and problems have not been satisfactorily resolved under Section 3 hereof.
5. Any action the Board takes regarding the proposal or problem under consideration will be final.

B. PROPOSED CHANGE IN PERSONNEL POLICIES

1. Before the Board adopts a change in personnel policies affecting conditions of employment not covered by the terms of this Agreement and which has not been proposed by the Union, the Board will provide the Union with a copy of any new personnel policies which affect the Secretarial Union. The Union, if requested, shall be given an opportunity to discuss a change with the Superintendent or to attend a Board meeting at which the policy will be discussed.
2. The Board agrees not to negotiate with any secretaries' organization other than that designated as the representative pursuant to Public Act No. 491. The Board further agrees not to negotiate with any secretaries organization other than the Union in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

ARTICLE XXXI
GENERAL PROVISIONS

- A. The term “secretary” or member of unit, as used in this Agreement, except where otherwise indicated, is considered to apply to all non-certified professional employees engaged in clerical or secretarial work in the public school system of the Town of Tolland.
- B. It is understood that this Agreement is subject to, and shall operate within the framework of, the statutes of the State of Connecticut.
- C. It is understood that secretaries shall continue to serve under the direction of the Superintendent and in accordance with the Board and administrative policies, rules and regulations.
- D. There shall be no reprisals of any kind taken against any secretary by reason of her membership in the Union or participation in its activities.
- E. Secretaries shall have the opportunity to review and discuss any evaluation reports originated in this system which are contained in their personnel files as maintained by principals, supervisors, or the Superintendent.

ARTICLE XXXII
SNOW DAYS/SEVERE WEATHER CONDITIONS

In the event that school is cancelled for inclement weather, twelve-month employees shall be expected to report to work. If an employee feels that conditions are too hazardous to report to work, she/he may use a personal day, vacation day or floating holiday. Should the Governor of Connecticut issue a travel ban, employees shall not report to work and shall suffer no loss of pay

When the work day is delayed or shortened due to inclement weather, employees shall be paid for hours actually worked. This paragraph shall apply to both twelve month and ten month employees.

ARTICLE XXXIII
WAGES

Individual placement will be in accordance with a separate side-letter of agreement between the parties.

The parties agree that Secretaries not currently off the salary schedule shall not proceed beyond the top contractual salary step.

Any employee will be paid no less than the minimum wage in their classifications as stated in the Agreement.

When a secretary is required to assume the duties of another secretary in a higher classification, or in addition to her/his own duties beyond twenty (20) consecutive working days, she/he will be paid

on her/his same step in the higher classification, starting on the twenty-first (21st) day, and will remain on that schedule until she/he is relieved of the additional responsibilities.

ARTICLE XXXIV
PART-TIME

- A. The provisions of this Agreement shall be applicable to part-time employees recognized under Article I except for the following provisions:
1. Article VIII (seniority). Part-time service will be pro-rated as such.
 2. Article XII (insurance).
 3. Article XXIV (hours of work). Part-time hours, both during and outside of school sessions, will be established between the building administrator, if applicable, and/or the immediate supervisor as necessitated by scheduling and approved by the Superintendent. The Board is prohibited from establishing part-time hours less than 1080 for the sole purpose of denying a part-time employee eligibility in the retirement plan under Article XVI.
 4. Article XXV (longevity).

ARTICLE XXXV
DURATION

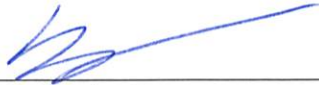
- A. This agreement contains the full and complete agreement between the Board and the Union on all bargainable issues. The Agreement shall be binding upon the Board, the Union, and the employees for a period of four years, from the first day of July 1, 2017 to and including the 30th day of June, 2021, after which it will expire.
- B. There shall be at the option of either party a reopener of this agreement for the sole purpose of collective bargaining regarding health insurance for year three (2019-2020) or year four (2020-2021) of this contract. Such collective bargaining shall be pursuant to the Municipal Employees Relations Act (MERA). Either party may exercise this right to re-open for this limited purpose by written notification to the other party in writing on or before March 1, 2019 or on or before March 1, 2010. If neither party exercises its right to re-open, the negotiated language shall remain in effect. Upon expiration of this bargaining agreement (2017-2021) this provision will automatically terminate.
- C. If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of the Agreement, either party shall give written notice of such desire to the other by certified or registered mail not more than 150 nor less than 120 days prior to the expiration of this Agreement. Otherwise, the Agreement shall automatically renew for a period of one year.

In witness whereof, we have set our hands and seals this ___ day of _____, 2017.

TOLLAND BOARD OF EDUCATION

UPSEU, Local 424, Unit 28 Secretaries

By Michelle Harold

By 
Kevin E. Boyle, Jr.
UPSEU President

Date 9/19/17

Date 8-25-17

**APPENDIX A
WAGE SCHEDULE
JULY 1, 2017 - JUNE 30, 2018
2% GWI**

See Side Letter of Agreement

APPENDIX A
WAGE SCHEDULE
JULY 1, 2018 - JUNE 30, 2019
2% GWI

See Side Letter of Agreement

APPENDIX A
WAGE SCHEDULE
JULY 1, 2019 - JUNE 30, 2020
2% GWI

See Side Letter of Agreement

APPENDIX A
WAGE SCHEDULE
JULY 1, 2020 - JUNE 30, 2021
2% GWI

See Side Letter of Agreement