

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WATERTOWN BOARD OF EDUCATION

AND

LOCAL #1303-139 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

(WATERTOWN EDUCATIONAL SECRETARIES)

July 1, 2018- June 30, 2021

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This Agreement entered into by and between the Watertown Board of Education, hereinafter referred to as the "Employer" and the Watertown Educational Secretaries, Local 1303-139 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the school system of the Town of Watertown, provide for orderly employee relations and negotiations between the Employer and the Union and to secure a prompt and fair disposition of grievances.

ARTICLE I -- RECOGNITION

The Board of Education recognizes the Union as the exclusive representative for all employees in the unit consisting of all Board of Education Secretaries, Clerk Typists, Accounting Clerk, Library Clerks and excluding the Fiscal Control Officer, Budget and Finance Coordinator, Secretary to the Superintendent of Schools, all other supervisory employees as defined by the Act, and excluding all employees who work less than twenty hours per week as certified by the Connecticut State Labor Relations Board in Case No. ME-6425 dated June 9, 1981.

ARTICLE II-- MANAGEMENT RIGHTS

Section 2.0 Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of the Agreement, the rights, powers and authority to manage the operations of the Board, whether exercised or not, shall remain solely and exclusively vested in the Board. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and the direction of the working forces including but not limited to the following:

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To establish or continue policies, practices and procedures for the conduct of Board business, including personnel policies and from time to time, to change or abolish such policies, practices and procedures;
- C. To establish, modify or discontinue processes or operations or to establish or discontinue their performance by the Board employees: nothing in this paragraph can allow assigning out or subcontracting of bargaining unit work;
- D. To determine the standards of selection for hiring and to determine the number of bargaining unit positions and classifications of employees required or desired to perform the Board's operations;

- E. To employ, direct, schedule, assign, evaluate, discipline, dismiss and/or laterally transfer for just cause, promote, or to layoff, terminate or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Board or any subdivision thereof;
- F. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Board requirements;
- G. To determine the content of job descriptions, classifications and/or positions to add to, delete from or otherwise modify the content of job descriptions, classifications and/or positions; and to ensure that incidental duties connected with Board operations, whether enumerated in a job description or not, shall be performed by employees after notice to and discussion with the Union;
- H. To fulfill all of the Board's legal responsibilities;

The Board shall not exercise its right in an arbitrary, discriminatory or capricious manner. The Board shall give the Union prior notice of changes to policies, practices, procedures and changes to job descriptions. When required by law, the Board shall negotiate with the Union regarding the impact of changes in policies, practices, procedures and job descriptions that have substantial change upon the terms and conditions of employment of bargaining unit members.

ARTICLE III -- UNION SECURITY

Section 3.0 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members, in good standing of the Union during the term of this Agreement, or pay to the Union an agency service fee.

It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective (execution) date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by the Union members as an agency service fee.

Section 3.1 The Secretary of the Union will supply the Employer with signed authorizations of employees from whose wages or agency service fees are to be deducted. The Employer's itemized report showing employees names and dues deducted shall be forwarded to the respective Council #4 office no later than the last day of each month.

Section 3.2 The Employer agrees to deduct monthly dues, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who submit to the employer a written authorization for dues deduction. The Union shall save the Board harmless from any and all claims, demands, suits, or judgments arising from the implementation of this Section.

Section 3.3 The dues deduction for each month will be made during the first payroll period of each month and the total amount so deducted will be remitted to Council 4 office along with an itemized list of employees showing the amount of dues or agency service fees deducted.

Section 3.4 The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including attorney's fees that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE IV-- SENIORITY

Section 4.0 The Employer shall prepare a list of all employees, of the bargaining unit showing their seniority in length of service with the Employer from last date of hire and deliver the same to the Union on December 1st of each year. Seniority shall not be broken by authorized leaves of absence or promotion or transfer to a new position within the bargaining unit.

Section 4.1 New employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period. During this period, employees may be discharged at will, with or without cause. All employees who have completed their probationary period shall acquire length of service records as of the date of their employment, and their names shall be added to the seniority list. Probationary employees shall be subject to all provisions of this agreement, except that any employee who is discharged under this section shall not have recourse to the grievance procedure.

Section 4.2 Notices of all vacancies shall be posted in all schools for a period of five (5) working days on a bulletin board made accessible to each employee. Any person interested in a vacant position must apply in writing to the Superintendent. The Board shall determine which applicant is best able to fill the position based on a review of qualifications, experience, ability to perform the job, and seniority. When bargaining unit positions become available during July and August only, bargaining unit members shall be notified of such openings via email. A representative from the bargaining unit shall provide a complete list of all bargaining unit members' home/personal emails to the Business Manager by June 15th of each year.

Section 4.3 Any employee who is the successful applicant for a vacancy or new position shall have a probationary period of 60 working days. If at the end of the probationary period it has been demonstrated that the employee is not able to perform the duties of the new position, he or she shall be relieved of such duties, and returned to his or her previous position without loss of rights under this Agreement, except when the individual is discharged for misconduct or malfeasance in accordance with Article XV of the Contract.

Section 4.4 When the Board determines that a reduction in force is necessary, the Board shall effectuate a layoff through the following procedure:

- (a) The Board shall identify those employees whose positions are to be eliminated and for whom no other position is available.

- (b) Such employees and the Union will be notified at least fifteen (15) working days prior to the effective date of the layoff.
- (c) Any employee who receives notification of a layoff may elect in writing, within ten (10) working days following receipt of such notice, to displace the least senior employee in the bargaining unit whose position the employee is qualified to fill, as reasonably determined by the administration.

Section 4.5 An employee who is laid off under this Article shall have recall rights as follows:

- (a) The affected employee shall have the right to be recalled to the classification from which he or she was laid off, or to a position in a lower paying classification, if a position should become vacant or be reinstated.
- (b) No person shall be newly employed until all persons on the recall list have been notified by certified mail (RRR), at their last known address. Failure to respond to notice of an opening within ten working days of receipt shall be deemed a refusal to accept reemployment and shall terminate an individual's recall rights.
- (c) An employee who is recalled shall be reinstated with seniority accrued prior to layoff.
- (d) An employee shall have recall rights for a period of two years from the effective date of the layoff. However, after the first year of layoffs the Board shall mail a notice by certified mail to the last known address requesting the employee to inform the Board in writing whether he or she desires that his or her name remain on the recall list for the second year. Any employee who fails to respond to this notice within ten working days of mailing shall forfeit further recall rights, unless good cause is given for the failure to respond.

Section 4.6 The Board and the Union may each designate one member of the bargaining unit to receive superseniority for the purpose of layoff only. Such designation shall be made upon execution of this Agreement. The Union's designee shall be the employee who is its President.

ARTICLE V --HOURS OF WORK AND OVERTIME

Section 5.0 The regular hours of work and workweek of bargaining unit employees shall be as follows:

Twelve Month Employees:	Seven (7) hours per day or thirty-five (35) per week as currently scheduled with one (1) hour unpaid lunch period.
School Office Employees Library Clerks:	Seven and one-half (7-1/2) hours per day or thirty- seven and one-half (37-1/2) hours per week as currently scheduled with one-half (1/2) hour unpaid lunch period.

Library clerks and part-time employees shall continue to work hours as currently scheduled, provided that such hours may be changed after notice to and consultation with the Union. In the event that the Board reduces the hours of part-time employees or library clerks in such a way as to deprive them of benefits under Article X, Insurance, or to remove them from the bargaining unit, the Board shall negotiate with the Union over the impact of such reduction or removal from the unit.

After notifying their immediate supervisors, employees may leave the work premises during their lunch period.

Section 5.1 One and one-half times the regular hourly rate shall be paid for all hours worked in excess of thirty-seven and one-half (37 ½) hours per week.

Section 5.2 Time and one-half shall be paid for:

- (a) All work performed on Sunday.
- (b) All work performed on holidays plus regular holiday pay.

Section 5.3 Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work.

Section 5.4 Employees called back to work at a time not contiguous with regularly scheduled working hours shall be paid for a minimum of three hours at straight time rates.

Section 5.5 Employee(s) called to work at officially called meetings of the Employer shall be guaranteed their regular hourly rate for a minimum of two (2) hours.

Section 5.6 When school has been cancelled for inclement weather, employees shall not be required to report for work and shall not lose any pay for that day.

Section 5.7 Any additional overtime work available shall be offered first to the secretary at that school, subject to approval of the total number of overtime hours by the Central Office administrator. If the secretary declines the additional work, it shall be offered first to other 10-month secretaries within the school and then to 11-month secretaries within the school, followed by 12-month secretaries within the school. Finally, it shall be offered to part-time bargaining unit employees.

ARTICLE VI -- HOLIDAYS

Section 6.0 The following holidays shall be designated as days off with pay for 12 month employees. Those holidays that fall within the period September 1st through June 30th shall be designated as days off with pay for 11-month employees.

- | | |
|------------------------|---------------------------|
| 1. Christmas Day | 8. Independence Day |
| 2. Day after Christmas | 9. Martin Luther King Day |
| 3. New Year's Day | 10. Labor Day |

- | | |
|--------------------------|----------------------------|
| 4. Lincoln's Birthday | 11. Good Friday |
| 5. Washington's Birthday | 12. Memorial Day |
| 6. Columbus Day | 13. Thanksgiving Day |
| 7. Veteran's Day | 14. Day after Thanksgiving |

Section 6.1 Holidays occurring on Saturday will be observed on the preceding Friday. Holidays occurring on Sunday shall be observed on the following Monday.

Section 6.2 Whenever any of these holidays shall occur while an employee is on sick leave, the employee shall be granted holiday pay and shall not be charged with a sick day.

Section 6.3 When a holiday occurs during a regular vacation period, the employee will be granted an additional day off with pay.

Section 6.4 All twelve month employees will receive one paid day off between the second day after Christmas and New Year's Day. Twelve month employees shall have the option to work regular hours or take a vacation day or personal day for any days remaining between the second day after Christmas and New Year's Day should the office or school remain open.

Section 6.5 When schools are closed because of Election Day activities, the building secretaries shall have the option to work regular hours or choose to take a vacation or personal day.

ARTICLE VII --VACATIONS

Section 7.0

- (a) Twelve month employees shall receive vacation pay on the following basis:

If hired on or after 1/1/99, after completion of one (1) full year of continuous employment through the tenth year of service:

Thirteen (13) days per year, three (3) of which may be used after completion of the initial six (6) months of continuous employment and the remaining ten (10) after completion of the first twelve (12) months.

If hired prior to 1/1/99, from initial employment through the tenth year of service:

Thirteen (13) days per year.

Eleventh through fifteenth Year of service:

Fifteen (15) days per year.

Sixteen or more years of service:

Twenty (20) days per year.

- (b) Ten and eleven month employees hired prior to January 1, 1999 shall receive as vacation thirteen (13) days between September and June 30 each year. If hired on or after January 1, 1999 ten and eleven month employees shall receive as vacation thirteen (13) days after one (1) full year of continuous employment, three (3) of which may be used after completion of the initial six (6) months of continuous employment and the remaining ten (10) after completion of the first twelve (12) months. After ten years of service, ten and eleven month employees shall receive as vacation fifteen (15) days. (Such days shall be first scheduled during school vacation).
- (c) Employees hired as long term substitutes prior to January 1, 1999, if subsequently hired into those positions as regular employees, shall not be considered new hires for purposes of vacation leave.

Section 7.1 Twelve Month Personnel Vacation Schedules

The vacation period will be set by mutual agreement between the department head and the employee. Seniority shall guide vacation preference. Employee requests for annual vacations shall be submitted to the Superintendent on or before May 15th.

Section 7.2

- (a) Payment for earned vacation time not used during a fiscal year shall be granted to an employee upon retirement in that fiscal year.
- (b) Payment for earned vacation time not used during a fiscal year shall be made to an employee on a pro-rata basis in the event he/she terminates his/her service with the schools during that fiscal year, provided the employee has not been discharged for just cause.
- (c) In the event of the death of an employee, his/her spouse or estate shall receive his pro-rata vacation pay.

Section 7.3 In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave, provided such illness has been verified by a doctor's certificate.

Section 7.4 Vacation time for all 12-month employees shall not accumulate and must be used during the period from September 1 to August 31 of any single year. A one-week carry-over may be granted upon request, provided that for school employees such accumulated vacation time shall be taken during the period when school is not in session.

Section 7.5 – School Personnel Vacations Schedules

Vacation days shall first be scheduled during school vacations. If further vacations are due they shall be scheduled with prior approval of the Administration. School secretaries will be assigned to work twenty-one days between July 1 and August 31, with specific dates to be approved by the principal.

Section 7.6 When employees are required to work during their vacation period, they shall receive vacation pay and one and one-half times their hourly rate for all hours worked.

ARTICLE VIII -- LEAVE PROVISIONS

Section 8.0 Twelve month employees shall accrue 15 sick days a year without a loss of pay. Eleven month employees shall accrue 14 sick days a year without a loss of pay. Ten month employees shall accrue 13 sick days a year without a loss of pay. Accumulation for purposes of sick leave shall be unlimited.

The Superintendent may request verification from a physician for sick leave in excess of five (5) working days duration. An employee may be required to verify sick leave of shorter duration by providing a doctor's certificate at Board expense upon request. All employees shall be notified in writing upon request of the amount of their accumulated sick leave not later than October 15th annually.

Section 8.1 Sick leave may be used for the following reasons:

- (a) Personal illness or physical incapacity.
- (b) Enforced quarantine of the employee in accordance with community health regulations.
- (c) To meeting dental or medical appointments that cannot be scheduled outside of working hours.

Section 8.2 - Bereavement Pay In the event of a death in the immediate family of a regular employee, or the immediate family of his/her spouse, such employee will be paid for time lost from scheduled work at his or her average straight time hourly rate to prepare for and to attend the funeral. Such time shall not exceed four (4) working days commencing with the date of death (or one day to attend services in lieu of a funeral), and not exceed eight (8) hours per day including hours worked, if any. Immediate family, for the purpose of this clause, is defined as parents, guardians, grandparents, spouse, brother, sister, child, step-child or grandchild, son or daughter-in-law or father or mother-in-law, brother-in-law or sister-in-law. One (1) day shall be granted for bereavement leave for an individual other than those set forth in the preceding sentence. The time is not to be accumulated. The Board may request verification of the date of the death and funeral and the relationship or connection to the deceased.

Section 8.3 Employees may be granted leaves for the following reasons:

- (a) Jury Duty- In the event and employee is called for jury duty, the Board shall pay each employee an amount to guarantee no loss in income on account of absence from work, provided that the employee notifies the principal of his or her respective school, or his or her immediate supervisor, on the first work day following notification of jury duty. The employee shall cooperate with the Superintendent of Schools in the latter's efforts to have the employee excused from jury duty.
- (b) When an employee attends a conference during working hours with prior approval by the Superintendent or his designee, he or she shall do so with no loss of pay.

Section 8.4- Authorized Absence for Personal Leave Employees shall not be allowed more than three (3) days for personal leave. This leave will be in addition to leave authorized in Section 1 and 2 of this article and is not to be accumulated. Personal leave may be taken for the following:

- (a) to attend high school (public, private or vocational) graduation or college graduation of member of immediate family as defined in Section 8.2 above;
- (b) illness or marriage of member of immediate family as defined in Section 8.2 above;
- (c) birth of son or daughter to spouse; or
- (d) Legal action and personal business, which cannot be conducted outside work hours provided prior written approval is obtained from the immediate supervisor. Such leave shall be requested at least forty-eight (48) hours in advance, where possible, stating the reason for which leave is sought.

Section 8.5 Leaves of absence without pay may be granted by the Board of Education for a limited, definite period not to exceed one year, for the following reasons:

- (a) for health reasons, upon advice of a physician.
- (b) for other personal reasons subject to the review and recommendation of the Superintendent.

Application for such leave of absence must be made in writing stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board of Education.

It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.

The granting of one request for leave of absence shall not constitute precedent for future requests. The Board of Education shall not exercise its decision in an arbitrary or capricious manner.

Section 8.6 Employees who leave employment of the Board of Education after ten (10) years of service shall receive fifty percent (50%) of their accumulated sick leave as severance. Accumulation of sick days for this purpose shall be capped at 150 days for twelve month employees; 140 days for eleven month employees and 130 days for 10 month employees.

Employees hired on or after January 1, 1999 shall not be eligible for severance provided, however, those employees hired as long-term substitutes prior to January 1, 1999, if subsequently hired into those positions as regular employees, shall not be considered new hires for purposes of this exclusion from eligibility for severance.

Section 8.7 Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. Accumulated sick leave shall be available for use during such periods of disability. Employees shall make a written request for such maternity leave to the Superintendent's Office before the fifth month of pregnancy. Any employee on maternity leave shall, upon request of the Superintendent, provide a physician's certificate as to the employee's ability to continue or resume working.

ARTICLE IX--WAGES

Section 9.0 Wage schedules for each year of this Agreement shall be set forth in Appendix A-1 of this Agreement. Such schedules shall reflect an annual general wage increase as follows:

Effective July 1, 2018	1% (retroactive to 7/1/2018)
Effective July 1, 2019	1%
Effective July 1, 2020	Wage and Medical Benefits reopener

Section 9.1 Newly hired employees shall be placed on Step 1 of the salary schedule, provided that such employees may be given salary placement credit for prior service in the Watertown school system.

Section 9.2 Employees shall be placed on the appropriate step of the salary schedule in the following manner:

- (a) New staff members shall receive not less than the minimum rate for their job classification.
- (b) Upon completion of one (1) year, the employee shall advance to the next step of the salary schedule in his or her job classification. Employees shall advance one step at the completion of each succeeding year of service until the employee reaches the maximum step of the salary schedule.

- (c) Effective the first pay period of the 2015-2016 academic year, all employees shall be paid on a bi-weekly basis. Effective July 1, 2015, all employees shall be paid via direct deposit.
- (d) The position reclassifications set forth in Appendix A-2 shall be implemented retroactive to July 1 2015. The step costs associated with the re-classifications set forth in Appendix A-2, which impacts five employees only, are addressed in a side letter set forth in Appendix A-3 and shall take effect July 1, 2016.

Section 9.3 The Board of Education reserves the right to create new positions or to change existing positions. When the Board creates a new position or changes existing job duties so as in essence to create a new position, it will notify the Union. Within 10 working days after such notice, the Union may request discussions with the Board, or designated representatives thereof, concerning the rate of pay for such new or changed position. The parties shall negotiate to impasse over the proposed changes.

Section 9.4 Any employee who is temporarily transferred to a higher classification in a bargaining unit or non-bargaining unit position for more than one week shall be paid the rate for the position in which he/she is temporarily working for the period of time that he/she occupies the position. Any employee who is temporarily transferred to a lower classification shall not be reduced in pay.

Section 9.5 Whenever an employee is promoted to a higher job classification, that employee shall be placed on a step which produces an increase in salary.

Section 9.6 On or before July 1, annually the Board shall make the following additional payment to each employee who has, by June 1, of such year, completed the following continuous years of service with the Watertown Board of Education:

After five (5) years of continuous service	\$225.00
After ten (10) years of continuous service	\$325.00
After fifteen (15) years of continuous service	\$425.00
After twenty (20) years of continuous service	\$525.00

Employees hired on or after July 1, 2015 shall not be eligible for this benefit.

ARTICLE X-INSURANCE BENEFITS

Section 10.0 The following coverage for all employees and their enrolled dependents shall be continued under this agreement as follows:

- (a) Century Preferred Plan (PPO) (As set forth in Appendix A-4)

OR

High Deductible/Health Savings Account Plan (HSA)

(b) The Board shall provide a PPO Plan with three tier prescription coverage with co-pays as follows: \$5 generic; \$25 listed brand; \$30 non-listed brand; mail order 2x retail co-pay for 100 day supply. As set forth in subsection (d) below, the PPO Plan becomes the buy-up option effective April 1, 2016.

(c) The Board shall provide a High Deductible/HSA Plan. For each year of the collective bargaining agreement, the deductible for the High Deductible/HSA Plan shall be \$2,000 for single coverage and \$4,000 for family coverage. This High Deductible/HSA Plan shall be a voluntary alternative to the PPO Plan until April 1, 2016.

(d) Effective April 1, 2016, the High Deductible/HSA plan shall be the core insurance plan. Employees may elect to participate in the PPO Plan as described in Appendix A-4. However, for any employee who remains enrolled in the PPO Plan, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the High Deductible/HSA Plan for an employee enrolled at the same coverage level. The employee shall pay one hundred percent (100%) of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO plan.

(e) The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA Plan (with pro-rated funding of the deductible for part-time employees).

(f) The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about April 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be pro-rated for that year.

(g) Anthem Century Preferred or a comparable plan shall be provided to employees for retirees as currently in effect. When Medicare eligible, a supplemental plan (Blue Cross 65 Low and Blue Shield 65-83), or a comparable plan, will be provided.

(h) \$30,000.00 Term Life Insurance, plus an equal amount of coverage for accidental death and dismemberment, for each employee, subject to the conditions imposed in the policy between the Board and the Life Insurance Company which policy was in effect about January 1, 1995. Upon retirement, employee coverage shall be reduced to \$8,000.00 Term Life Insurance.

Effective 7/1/2004, Life Insurance will be provided to retirees up to age 70. Current employees are grandfathered.

(i) Short term disability coverage of \$100.00 per week for up to 13 weeks-and long-term disability-coverage of up to 70% of basic monthly salary.

(j) To receive the above benefits or any other employee paid benefits, the employee must be employed for thirty (30) hours or more per week and forty (40) weeks or more per year.

(k) The currently existing dental plan shall be continued over the period covered by this Agreement.

Section 10.1 The Employer may, after notice to and consultation with the Union, change the carrier of any of the above benefits provided that the coverage is the same as or better than those listed above.

Section 10.2

(a.) Effective April 1, 2018 Employees on the HDHP/HSA Plan shall contribute nine percent (9%) percent toward the cost of the HDHP/HSA Plan. Bi-weekly deductions shall be made from each employee's payroll on a pro-rata basis.

(b.) An HRA shall be made available for any active employee who is precluded from participating in the H.S.A because the individual is enrolled in Medicare and/or receives veterans' medical benefits through the VA. The annual maximum reimbursement by the Board shall not exceed the Board's annual deductible contribution for those in the H.S.A.

Section 10.3

The parties understand and acknowledge that several aspects of the Patient Protection and Affordable Care Act (PPACA), commonly called the Affordable Care Act (ACA) or colloquially "Obamacare", remain under review and may be subject to change through the duration of this contract. As a result, either party shall have the right to initiate a reopener of the contract in the contract year to permit the parties to address the issue of medical insurance only. To initiate a reopener either party must demonstrate that the issue relates directly to the PPACA/ACA and the impact the PPACA/ACA is having on the District's operations and/or employees' health care coverage.

Section 10.4

Effective 7/1/20 there will be a contract reopener on wage and medical benefits

ARTICLE XI --PENSION

Section 11.0 Members of the bargaining unit shall participate in the pension plan established in a separate agreement by the Town Council of the Town of Watertown. The administration of such plan shall not be a subject of this Agreement.

Section 11.1 The Union shall be given a complete copy of the Town of Watertown Retirement Program. The Superintendent shall transmit to the Staff representative of Council 4, AFSCME, AFL-CIO, a copy of the Plans' annual report not less than thirty (30) days after receipt by the Board from the Town.

Section 11.2 Effective July 1, 1986, final average compensation for pension benefit purposes shall be calculated as the average of the highest three (3) years.

Section 11.3 For employees retiring on or after July 1, 2018 the Social Security offset provided for in Article 5, section 5.2 (d) of the Town of Watertown Retirement Income Plan document (the "Plan") shall be decreased to 17.5%, with the multiplier at 1%.

ARTICLE XII- NO STRIKE OR LOCKOUT

Neither the Union nor any member of the bargaining unit shall hinder the Board's operation by strike, sympathy strike, work stoppage or slowdown. The Board will not engage in a lockout of bargaining unit members in any part of its operation.

ARTICLE XIII - SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, 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 be inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that they would have severably approved of and adopted the provisions contained herein and part from the other.

ARTICLE XIV- OTHER CONDITIONS OF EMPLOYMENT

Section 14.0 Six (6) signed copies of this Agreement shall be presented to the Council #4, AFSCME, AFL-CIO Staff Representative on the date of signing.

Section 14.1 The Employer agrees to furnish each employee in the bargaining unit with a copy of this Agreement within sixty (60) days after the signing of this Agreement. New employees shall receive a copy of this Agreement at time of hire.

Section 14.2

- (a) Members of the bargaining unit shall not be required to render medical or nursing services.
- (b) School secretaries shall be offered an opportunity to receive Hepatitis B vaccination series at the expense of the Board

Section 14.3 The Union shall be permitted to conduct meetings in any school immediately before or immediately after school, upon prior notification to and approval by the Superintendent or his designee and the building principal.

Section 14.4 The Board agrees to provide the Union reasonable access to existing bulletin boards and the existing school mail service.

Section 14.5

- (a) Effective upon signing, the Board will discuss with the Union the mechanism to compose the forms to be used for conducting uniform evaluations within each classification and to negotiate with the Union over the impact, if any of such forms.

Thereafter, the Board will conduct evaluations of all employees at least once each school year using the above mentioned forms. Within fourteen (14) days after completion, each employee shall receive a copy of his or her evaluation and a copy will be placed in his or her official personnel folder. The employee's evaluation shall be subject to the contractual grievance procedure to Level Three, Board of Education. In the event of bad faith or discrimination, the evaluation may be submitted to Level Four, Arbitration, provided that the substance of the evaluation criteria shall not be subject to arbitration.

- (b) Employees may review their official personnel folder(s) by making an appointment with the Superintendent. The employee may put on record any statement he/she wishes to make about unfavorable information contained in said folder. Copies of any evaluation or letter of reprimand shall be sent to the affected employee at the time it is placed in the employee's personnel folder. When material other than ordinary personnel records is placed in an employee's personal file, the employee shall also receive a copy.

Section 14.6 The Union agrees to represent equally all employees without regard to membership or participation in, or association with the activities of, the Union or any other employee organization and to continue to admit to membership employees without qualification other than payment of dues and employment by the Board.

Section 14.7 The Board acknowledges that the employees in this bargaining unit are not trained school security personnel. The Board shall comply with Conn. Gen. Stat. §10-235, as amended.

ARTICLE XV-- DISCIPLINE

Section 15.0 No employee shall be disciplined, suspended or dismissed without just cause.

Section 15.1 In all cases of discipline or discharge, the Board shall notify the Union President by mailing a copy of any written notice which is given to the employee.

Section 15.2 Any employee who has been disciplined or discharged shall be permitted to consult with the Union President or a Union steward before leaving the premises.

Section 15.3 This article shall not apply to probationary employees as defined in Section 4.1 of this Agreement.

ARTICLE XVI--GRIEVANCE PROCEDURE

Section 16.0

(a) Definitions:

1. A "grievance" shall mean an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.
2. A "grievant" is the person or persons making the claim or the Union.
3. The term "days" except where otherwise indicated, means working days.
4. The term "immediate supervisor" shall mean the School Principal or a Board Employee who is excluded from the bargaining unit and is assigned at a non-school location.
5. In instances where reference is made to the Superintendent or to the Board, such reference may mean a designated representative.

(b) Purposes:

1. The purpose of this procedure is to resolve grievances at the lowest possible administrative level.
2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with his or her immediate supervisor.

(c) Time Limits:

1. Since it is important that grievances 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. Failure of the grievant at any step to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the last decision rendered.
3. Failure of the Administration or the Board to render a decision within the specified time limit shall be deemed a denial of the grievance submitted, and the grievant may proceed to the next step within the time limit, which would apply if a written denial had been rendered on the day on which the time period for response had expired.
4. A grievance must be filed at Level One of the formal procedure within five (5) working days of the event or condition or when the grievant knew or should have known of the event or condition giving rise to said grievance or said grievance shall be considered waived. Any written grievance must contain a brief statement of the basis for the complaint, the contract provision alleged to have been violated, and the remedy requested.

Section 16.1 – Informal Procedures

- (a) If any employee feels that he or she may have a grievance, he or she shall first discuss the matter with his or her principal or immediate supervisor.
- (b) If, after such discussion, the employee is not satisfied with the disposition of the matter, he/she shall have the right to have the Union's representative assist him/her in further efforts to resolve the problem informally with the principal or immediate supervisor. Any settlement reached shall be made known to the Union by the immediate supervisor.

Section 16.2 – Levels

Level One – School Principal or Immediate Supervisor

- (a) If the grievant is not satisfied with the disposition of her problem through informal procedures, he or she may submit his or her claim as a formal grievance, in writing, to his or her principal or immediate supervisor subject to the time limits set forth in paragraph "C" above.

- (b) The principal or supervisor shall within five (5) days render his or her decision and the reasons therefore in writing to the grievant with a copy to the Union representative.

Level Two – Superintendent of Schools

- (a) In the event that the grievant is not satisfied with the disposition of his or her grievance at Level One, he or she may appeal in writing to the Superintendent within five days of the disposition of the grievance at Level One.
- (b) Within ten (10) days after receipt of the written grievance, the Superintendent shall meet with the grievant and a representative of the Union and a staff representative of Council 4. The Superintendent shall render a written decision within ten (10) days thereafter.

Level Three – Board of Education

- (a) If the Union is not satisfied with the disposition of the grievance at Level Two, it may appeal in writing to the Board of Education within five days of the disposition of the grievance at Level Two.
- (b) Within fifteen (15) days of receipt of the written grievance, the Board shall meet with the grievant, a representative of the Union, and a staff representative of Council 4 or AFSCME. The Board shall render its decision in writing within ten (10) days thereafter.

Section 16.3

- (a) If the Union is not satisfied with the disposition of the grievance at Level Three, it may submit the grievance to arbitration within thirty days of the decision at Level Three as follows.
- (b) Either party may initiate arbitration by mailing a written request for arbitration to the other. Two (2) copies of such request shall be sent to the Connecticut State Board of Mediation and Arbitration. Arbitration shall proceed in accordance with the rules of the Connecticut State Board of Mediation and Arbitration. However, the Board of Education may elect that the grievance be submitted to American Arbitration Association by so notifying the Union within ten days after receipt of a written request for arbitration.
- (c) The arbitrator or arbitration panel shall have no power in any matter to make an award, which amends, adds to, subtracts from, or eliminates any provision of this Agreement. The decision of the arbitrator(s) shall be final and binding and shall be the exclusive remedy for breach of this Agreement.

- (d) The cost of arbitration shall be borne equally by both parties for cases referred to the SBMA. If the Board elects to submit the grievance to the American Arbitration Association, it shall pay the full cost for such arbitrator's services.

Section 16.4 The employer agrees to provide to the Union upon adequate notice, materials and information necessary for the administration of this Agreement.

Section 16.5 The President and/or a steward of the Union shall be designated by the Union for the purposes of adjusting grievances and/or contract negotiations and shall be afforded the necessary amount of time without loss of pay to conduct such business when it occurs during normal working hours.

ARTICLE XVII -- DURATION

Section 17.0 This Agreement contains the full and complete contract between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate on any issue, whether it is covered or not covered in this Agreement.

Section 17.1 This Agreement shall remain in full force and effect from July 1, 2018 and shall continue in full force and effect through June 30, 2021 and shall automatically be renewed for additional one year periods from year to year, unless written notice given by either party to the other party is served by certified mail of intent to modify or terminate the Agreement at least one hundred and fifty (150) days in advance of the expiration date or any subsequent anniversary date.

October IN WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS AND SEALS THIS 15th DAY OF 2018.

WATERTOWN BOARD OF EDUCATION

Leslie Grotty
Chairman Board of Education

Rydell Hansen
Superintendent of Schools

LOCAL 1303-139 OF COUNCIL #4, AFSCME, AFL-CIO

Susan Baker
Local Union President

Jim Jim
Staff Representative, Council #4, AFSCME

Kathryn Roy
Local Union Vice President

Barbara Plorde Secretary

Jeri Dowrey
Linda Mauro, Treasurer

APPENDIX A-1 -- WAGES

		7/1/2018	7/1/2019
	STEP	RATE	RATE
	GWI	1.00%	1.00%
Central Office Secretaries	Step 1	22.01	22.23
	Step 2	23.12	23.35
	Step 3	24.23	24.47
	Step 4	25.28	25.53
	Step 5	26.40	26.66
School Secretaries/ Library Clerks	Step 1	18.35	18.53
	Step 2	19.49	19.68
	Step 3	20.55	20.76
	Step 4	21.65	21.87
	Step 5	22.73	22.96
School Head Secretaries	Step 1	21.01	21.22
	Step 2	22.01	22.23
	Step 3	23.12	23.35
	Step 4	24.23	24.47
	Step 5	25.27	25.52

Effective 7/1/2020 there will be a reopener for wages and medical benefits.

APPENDIX A-2 – CLASSIFICATIONS

CENTRAL OFFICE SECRETARIES	SCHOOL SECRETARIES/ LIBRARY CLERKS	SCHOOL HEAD SECRETARIES
Accounts Payable Purchasing Payroll HR/Assists Superintendent's Sec'y Benefits Coordinator Sec'y to Business Manager & Finance Supervisor Sec'y to Director of Curriculum - Curriculum & Grants Sec'y to Director of Curriculum - Curr/PD/ Assmt & State Reporting Food Services Sec'y to Student Services Director Sec'y to Supervisor of SpEd	All secretaries other than Head Secretaries and Central Office Secretaries	Head Sec'y in each school

APPENDIX A-3 -- SIDE LETTER

Name	Hire Date	14-15 Rate/Hr	14-15 Step	New Step, Position	New Rate 15-16
Downey, Terri	9/18/06	22.09	5	3, Central Office Secretaries	22.64
Jessen, Judy R	12/14/05	19.75	5	4, School Secretaries/Library Clerks	20.24
Valunas, Diane L	9/1/97	19.75	5	4, School Secretaries/Library Clerks	20.24
Leary, Laura F	8/20/09	23.04	5	4, Central Office Secretaries	23.63
Zanavich, JoAnn	6/14/99	23.04	5	4, Central Office Secretaries	23.63

The position re-classifications shall be implemented upon ratification of the contract. The step costs/movements associated with the re-classification specifically impacting the 5 employees above shall take effect July 1, 2016. All future step advancements, where eligible, for Downey, Jessell, Valunas, Leary and Zanavich, over the duration of this contract shall take place on July 1st, not on their respective anniversary dates.

APPENDIX A-4 -- INSURANCE PLAN

The Board shall provide the Anthem Century Preferred Plan with three-tier managed prescription coverage with co-pays as follows:

Generic Tier 1 Drugs
\$5.00
Listed Brand Tier 2
\$25.00
Non-Listed Brand Tier 3
\$30.00
Mail order twice retail for 100 unit dose

Office Visit \$15.00
Specialist \$15.00
Outpatient Surgical \$100.00
Diagnostic X-Ray or Lab Examinations (N/C)

Outpatient Rehabilitation \$10.00 (Y1) /\$15 (Y2)/\$15 (Y3) for up to 50 visits

OB/GYN \$15.00
Maternity \$15.00
Mental Health Outpatient \$15.00
Inpatient Treatment \$100.00
Substance Abuse Outpatient \$100.00
Substance Abuse Inpatient \$100.00
Inpatient surgery \$100.00
Allergy Care \$15.00

Semi-Private (General/Medical/Surgical/maternity) \$100.00
Skilled Nursing & Rehab: \$100.00

ER room (waived if admitted) \$50.00
Ambulance (N/C) Urgent Care (participating Ctrs.) \$50.00

SIDE LETTER

Notwithstanding the tentative agreement packet agreed to between the parties on June 30, 2015, the Board understands the Union is currently negotiating pension matters with the Town. Any agreement reached between the Town and the Union on pension will be incorporated into the parties' 2015-2018 agreement.