

**AGREEMENT**

**BETWEEN**

**THE**

**THOMASTON BOARD OF EDUCATION**

**AND**

**LOCAL 1303-97 OF CONNECTICUT  
COUNCIL 4  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

**JULY 1, 2015 THROUGH JUNE 30, 2016**

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## **INTRODUCTION**

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

## **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 Thomaston, provide for orderly employee relations and negotiations between the Board and the Union and to secure a prompt and fair disposition of grievances.

## **ARTICLE I RECOGNITION**

### **Section 1.0**

The Board hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, other conditions of employment for all secretaries, bookkeepers, multi-media supervisors, registered nurses, library assistants, custodians, computer technician and medical paraprofessional employed twenty (20) or more hours per week and all paraprofessionals who work fifteen (15) or more hours per week, as certified by the Connecticut State Labor Relations Board.

### **Section 1.1**

The Union recognizes the right of the Board to hire, suspend or discharge for just cause, to transfer employees to new duties, or its rights to relieve employees from duties because of lack of work or for other legitimate reasons, or to extend, limit or curtail its operations when in its sole discretion it may deem it advisable to do so. Such rights shall not be limited except as specifically set forth in this Agreement. No action taken by the Board other than as there are specific provisions herein contained shall be subject to the grievance procedure provisions of this Agreement.

## **ARTICLE II UNION SECURITY**

### **Section 2.0**

It shall be a condition of employment that all employees of the Board covered by this agreement, who are members of the Union in good standing of the effective

(execution) date of this agreement shall remain members in good standing of the Union during the term of this Agreement. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement, shall on the forty-fifth (45<sup>th</sup>) working 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 Union members during the term of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement, and hired on or after its effective (execution) date, shall on the forty-fifth (45<sup>th</sup>) working day following the beginning of such employment, 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 during the term of the Agreement.

### **Section 2.1**

The Secretary of the Union will supply the Board with signed authorizations of employees from whose wages dues are to be deducted. The Board'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 2.2**

The Board 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 Board 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 2.3**

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 the Council #4 office, along with an itemized list of employees, showing the amount of dues deducted.

### **Section 2.4**

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and each employee agree that they shall not engage in any strike or any other concerted refusal to render services.



## **ARTICLE III** **SENIORITY**

### **Section 3.0**

The Board shall prepare a list of all employees in the bargaining unit showing their seniority in length of service with the Board and deliver the same to the Union on December 1<sup>st</sup> of each year. Upon completion of their probationary period new employees shall be added to this list.

### **Section 3.1**

New employees shall serve a probationary period of sixty (60) work days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. For purposes of the probationary period, "work days" shall be defined as days the employee actually attends work. All employees who have completed this probationary period shall acquire length of service records as of their first day of actual employment with the Board. During the employee's probationary period no suspension, discipline or discharge shall be construed as a violation of any provisions of this Agreement or cause for or subject to the grievance or arbitration procedure as provided in Article VIII.

### **Section 3.2**

It is understood that the Board has the right to eliminate positions and not fill vacancies. In the event a vacancy or new position is to be filled, notices of all vacancies shall be posted in all schools for a period of five (5) work days on a bulletin board made accessible to each employee. If two or more bargaining unit employees apply for the position and the Board deems the candidates to be qualified for the position, the Board shall select the more qualified candidate. If the Board deems the qualified candidates to be equally qualified, the bargaining unit employee with the greater seniority shall be awarded the position. In the event that no current bargaining unit employee(s) apply for the position, the Board may advertise the position for outside candidates.

If the Board determines that the internal candidate(s) who apply for the position do not have the requisite qualifications for the position, the Board may advertise the position for outside candidates. Such determination regarding the requisite qualifications shall be reasonably related to the duties of the position.

The Board shall determine the qualifications necessary for the posted position, Such qualifications shall be reasonably related to the duties of the position.

In the event an internal candidate is selected for the position, the initial sixty (60) work day period in such position shall be considered a probationary period. Work days shall be defined as days the employee actually attends work. The

Board shall determine at the conclusion of the probationary period (or sooner by mutual agreement of the Board and Union) whether to retain the employee in the position. If the employee is not retained in the position, she/he shall be returned to her/his prior position and wage rate.

Article III, Sections 3.3 A. and B. shall not apply to this provision of the contract.

For purposes of Article III, Section 3.2, the Board shall be defined as the Board or its designee.

The filling of such a vacancy which is included within the scope of this contract is subject to arbitration.

### **Section 3.3**

- A. When an employee is retained in a vacancy for a permanent position in a higher wage classification and has actually performed work in the position for a period of forty-five (45) working days, exclusive of holidays, in a contract year, he/she shall be considered as qualified to hold the position to which he/she has been assigned.
- B. When an employee is retained in the same permanent position for a period of forty-five (45) consecutive work days, exclusive of holidays, due to a vacancy caused by an illness or injury to the employee who regularly fills the position, he/she shall be considered as qualified to hold the position to which he/she has been assigned.

### **Section 3.4**

Layoff shall take effect as follows:

- (a) Probationary employees;
- (b) Part-time bargaining unit employees;
- (c) The employees with the least seniority first within the applicable classification. However, in the event that an employee has greater seniority than an employee in the same group, he/she may bump the employee in a lower classification within the same group, if he/she is qualified to perform the work. An employee cannot bump up during a layoff.

### **Section 3.5**

Employees laid-off for lack of work shall be rehired first within their pre-layoff classification and no new employee shall be hired in the applicable classification until all laid-off employees in the applicable classification and then laid off employees, by seniority, in the other classifications in the group (in descending order commencing with the highest classification) set forth in Section 3.7 who are qualified to fill the position, have been given the opportunity to return to work. Qualifications for the position are determined by the Board.

An employee shall have recall rights for two (2) years from the date of layoff. Notice of recall shall be mailed to the employee's last known address. Laid-off individuals are solely responsible for notifying the Board of their current address during the period of recall. Laid-off individuals are responsible for responding to a recall notice within seven (7) calendar days of the date that a recall notice is received and must return to work on the date selected by the Board, provided that the return date is at least fourteen (14) days after the receipt of notice. If an employee does not respond to a recall notice within seven (7) calendar days of the date that the letter was received or does not return to work, his recall rights shall be terminated.

### **Section 3.6**

One Union Officer, as designated in writing to the Board, shall have super-seniority during the term of this Agreement in the event of a layoff.

### **Section 3.7**

For purposes of Sections 3.4 and 3.5 (Layoff and Recall) of this Agreement only, there shall be three (3) classifications of Paraprofessionals: Class I Paraprofessionals who regularly work twenty-five (25) or more hours per week; Class II Paraprofessionals who regularly work twenty (20) or more hours per week, but less than twenty-five (25) hours per week and Class III Paraprofessionals who regularly fifteen (15) or more hours per week, but less than twenty (20) hours per week.

For purposes of Sections 3.4 and 3.5 (Layoff and Recall), the groups and classifications within the bargaining unit shall be (in descending order):

Group A:

- school nurse

Group B:

- senior support technician

- computer network specialist
- end user support

#### Group C

- accounts payable staff accountant
- benefits administrator/assistant bookkeeper
- payroll staff accountant

#### Group D

- school secretaries (12 month)
- school lead guidance secretary
- school secretaries (10 month/pupil services)

#### Group E

- full-time custodians I
- full-time custodians II
- full-time custodians III
- part-time custodians II
- part-time custodians I

#### Group F

- school to career coordinator
- paraprofessionals class I
- paraprofessionals class II
- paraprofessionals class III

### **Section 3.8**

There shall be no involuntary transfer of a bargaining unit member before a meeting has been held between the bargaining unit member and the Superintendent or the Superintendent's designee to discuss the reason(s) for the transfer.

## **ARTICLE IV** **HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

### **Section 4.0**

The regular work days shall be as follows:

- Secretaries/Nurses - seven (7) hours paid time plus a one-half (½) hour unpaid lunch break (no additional breaks)
- Custodians - eight (8) hours paid time (includes a one-half (½) paid lunch break and a ¼ hour paid break)
- Full-time Instructional Paraprofessionals - six (6) hours, where assigned paid time plus a one-half (½) hour unpaid lunch break (no additional breaks)
- Computer Technician - seven and one-half (7.5) hours per day paid time plus a one-half (½) hour unpaid lunch break (no additional breaks)
- Computer Technician Assistant - seven and one-half (7.5) hours per day paid time plus a ½ hour unpaid lunch break (no additional breaks)
- School to Career Coordinator – sixteen (16) hours per regular work week
- Part-time Instructional Paraprofessionals - determined by the Board based on the employee's assignment

The work week shall consist of five (5) consecutive days, Monday through Friday. Starting and finishing hours shall be dictated by the particular needs of each individual school and the employee's assignment. Changes in the work day will be by mutual agreement between the Superintendent and the Union.

In the event that an employee leaves his/her assigned building during the workday, the employee is required to sign out and sign in, and such time is considered non-working time unless the employee is on assignment.

#### **Section 4.1**

Time and one-half (1½) shall be paid for all work performed by an employee in excess of eight (8) hours in one work day or forty (40) hours in one work week.

#### **Section 4.2**

Double time (2x) shall be paid for all work performed on Sundays and for all work performed on holidays plus holiday pay.

### **Section 4.3**

Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work. Should there be mutual agreement on temporary adjustment on schedule for employee's personal reasons, overtime pay will not be involved.

### **Section 4.4**

The following language shall apply to overtime for custodians and no other employees.

For the purpose of overtime distribution and equalization within the custodial classifications:

- A. The distribution of overtime shall be equalized per contract year among the custodial employees within each school. The overtime chart shall remain posted and be maintained on a bi-weekly basis in each school. The overtime chart will be kept and maintained by the Senior Custodian(s).
- B. If a custodian refuses the offer of overtime hours, the custodian will be charged with the overtime as if the employee had worked.
- C. In the event that custodians refuse overtime with their respective school buildings, the following procedure will be followed:
  - 1. The senior custodian in the building that requires a custodian to work overtime will contact the other schools and speak directly to the senior custodian, or the custodian in charge, regarding the availability of overtime hours. The information provided will consist of the date, time and number of hours available;
  - 2. The assignment will be posted for a reasonable period of time in the other school buildings. This period of time will be dictated by the requirements of the senior custodian in the building that requires a custodian to work overtime;
  - 3. If more than one custodian signs up for the assignment, the assignment will be given to the most senior custodian;
  - 4. The senior custodian in each building will keep a list of overtime hours worked by custodians who do not normally work in his building;

5. If no custodian from the other school buildings signs up for the assignment, the work will be assigned to the least senior custodian who works in a school building where the overtime is required and then on a rotational basis to the next least senior custodian;
6. In the event that a custodian works overtime hours in schools other than the school that the custodian normally works in, such hours will not be subject to the charging provisions set forth in Sections 4.4 A and 4.4 B above.

#### **Section 4.5**

- A. An employee called in to work outside regularly scheduled working hours shall be guaranteed a minimum of two (2) hours at one and one-half (1½) times or double time (2x) whichever is applicable, from the time of reporting for work. This provision shall apply solely to custodial employees, the computer technician, and the computer technician assistant.
- B. Starting work earlier, staying on beyond regular time or opening the building for parks and recreation or other community groups, as approved by the Board, shall not be considered a "callback." However, there shall be a mandatory call back for closing the building after any such activities, except when a custodian is on site as part of his/her regular shift for which no call back is necessary. This provision shall apply solely to custodial employees.

#### **Section 4.6**

The Union shall be given a list of all overtime hours and hourly rates paid to each employee on July 1<sup>st</sup> of each year.

#### **Section 4.7**

A custodian who works the second shift shall be paid a shift differential of ten percent (10%) per hour in addition to his/her hourly rate for all hours worked during such second shift inclusive of overtime hours.

#### **Section 4.8**

The shift differential payment as defined in Section 4.7 shall apply to vacations within the year and snow days.

#### **Section 4.9**

On school days that are declared "snow days," all custodians and twelve (12) month employees are expected to report to work unless the Superintendent of Schools or her designee closes the entire district. When a custodian or twelve (12) month employee does not report to work on a "snow day" and the Superintendent of Schools or her designee does not close the entire district, such employee shall not be paid for such "snow day" unless the employee chooses to use a vacation day or personal day or sick day.

In the event that an employee is required to report to work by the Superintendent or his designee, and the employee is late due to inclement weather, the lateness shall be excused, without any loss of pay for up to two (2) hours.

In the event that an employee reports to work on a day that is declared a snow day, the employee shall be paid for all hours worked while he/she is at work.

#### **Section 4.10**

In the event a custodian is called in early to work in the case of an early dismissal, he or she may leave work early in the discretion of the building administration or his or her designee. This provision shall not be subject to the arbitration provisions of this Agreement.

#### **Section 4.11**

Employees shall be paid on bi-weekly basis for all hours worked during the prior payroll period ending at midnight on Saturday, provided, however, ten (10) month employees shall be paid in twenty-two (22) equal installments during the course of the school year.

#### **Section 4.12**

All employees shall be paid via direct deposit.

#### **Section 4.13**

In the event that school is closed on a regular school day, bargaining unit employees, except custodians and twelve (12) month employees who report to work, as set forth in Article IV, Section 4.9, shall not receive remuneration.



## **ARTICLE V HOLIDAYS**

### **Section 5.0**

Except as set forth below, all twelve (12) month employees, ten (10) month employees and paraprofessionals who regularly work twenty (20) hours per week or more during the school year shall be entitled to the following paid holidays based upon their regularly scheduled work day hours provided the employee is regularly scheduled to work the day before and the day after the stated holiday.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Fourth of July\* (observed)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Day before or after Christmas Day\*\*
- One (1) Floating Holiday

\*Ten (10) month employees and paraprofessionals who regularly work twenty (20) hours per week or more during the school year shall not receive holiday pay for the fourth of July.

\*\*The Superintendent shall notify the employees of which holiday will be observed thirty (30) days prior.

Paraprofessionals who regularly work less than twenty (20) hours per week shall receive holiday pay based on their regularly scheduled work day hours for:

- Christmas Day
- New Year's Day

### **Section 5.1**

- A. Holidays occurring on a Saturday will be observed on the preceding Friday.
- B. Holidays occurring on a Sunday will be observed on the following Monday.

- C. If school is in session on Martin Luther King Day, President's Day, Good Friday, Columbus Day or Veteran's Day and the employee is required to work by the Board or its designee, the employee shall receive his/her straight hourly rate of pay for the work performed on such holiday and shall receive a floating holiday off with pay in lieu of holiday pay. Employees shall select their choice of a floating holiday, subject to the approval of the Superintendent of Schools or his/her designee.

### **Section 5.2**

Regular part-time employees shall be entitled to pro-rata paid holidays based on their regularly scheduled work day hours times their rate of pay. Regular part-time employees shall be defined as employees who work twenty (20) hours or more per work week, but do not work the work days and work weeks set forth in Article IV, Section 4.0.

### **Section 5.4**

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 the sick day.

### **Section 5.5**

When a holiday occurs when an employee is out of work on a regular vacation day, said holiday shall not be charged against the employee's vacation time, but rather, as a holiday.

## **ARTICLE VI** **VACATIONS**

### **Section 6.0**

- A. All full-time twelve (12) month employees and ten (10) month employees who work twenty (20) or more hours on a regular basis shall be granted vacation with pay based upon their normal work day at their base rate on the following basis:
- (1) Ten (10) days upon completion of one (1) year of service.
  - (2) Fifteen (15) days upon completion of six (6) years of service.
  - (3) Twenty (20) days upon completion of twelve (12) years of service.

- (4) Twenty-five (25) days upon completion of twenty-three (23) years of service.

Years of service shall be determined by their anniversary date of their first day of actual employment with the Board in a bargaining unit position.

- B. Prior approval from the Superintendent of Schools shall be obtained by any employee wishing to take vacation during the school year.

### **Section 6.1**

In the case of ten (10) month employees, should the Superintendent deny a request for a vacation during the school year, then such employees shall be paid their earned vacation time on or before the first Friday in July of each year. The Board shall issue ten (10) month employees a check separate from their regular paycheck for unused earned vacation time, if any.

### **Section 6.2**

- A. Payment for any vacation time not used during a fiscal year shall be granted to an employee upon retirement in that fiscal year.
- B. Payment for vacation time not used during a fiscal year shall be made to an employee on a pro-rata basis in the event he terminates his service with the schools during that fiscal year.
- C. In the event of the death of an employee, his spouse and/or children shall receive his pro-rata vacation pay.

### **Section 6.3**

In the event of illness during an employee's vacation period, the employee shall be given the option of charging sick days to his sick leave, provided such illness has been verified by a note from the physician treating the employee for such illness.

### **Section 6.4**

Vacation pay shall not be cumulative and must be used during the fiscal year. A one (1) week carry over may be granted by the Superintendent upon request of the employee and, if granted, must be used by June 30<sup>th</sup> of the ensuing contract year.

### **Section 6.5**

- A. A date will be set annually on or before May 15<sup>th</sup> when requests for vacation shall be submitted by employees.
- B. The vacation period will be set by mutual agreement between the department head and the employee and approved by the Superintendent or his designee. Seniority shall guide vacation preferences, but in all cases, the welfare and the best interest of the local system must be considered as paramount.

### **Section 6.6**

Part-time employees shall receive vacations at their pro-rata rate of pay. Ten (10) month employees shall receive vacations pro-rata at ten (10) months of their work schedules.

## **ARTICLE VII** **LEAVE PROVISIONS**

### **Section 7.0**

All full-time and part-time employees who work twenty (20) or more hours per week on a regular basis shall be entitled to paid sick leave of fifteen (15) days annually cumulative to one hundred sixty five (165) days.

Sick leave shall not be granted to employees during their probationary period. The Board shall notify each employee in writing of his/her accrued sick leave on or before July 1<sup>st</sup> of each fiscal year.

Paraprofessionals who regularly work less than twenty (20) hours per week shall be eligible for two (2) sick days during each contract year.

Remuneration for an employee's sick day shall be equal to his/her regular work day hours.

### **Section 7.1**

Sick leave may be used in the following cases:

- (a) Personal illness or physical incapacity;
- (b) Enforced quarantine of the employee in accordance with community health regulations;

- (c) To meet dental or medical appointments or other sickness prevention measures; or
- (d) As provided under applicable law to employees covered by such applicable law.

For any absence of three (3) or more consecutive work days which sick leave is claimed, the Superintendent may require evidence in the form of a note from the physician treating the employee for such illness that caused the absences from work.

Additionally, an employee who exhibits either a pattern of absenteeism or an abuse of sick leave may be required to submit a note from the physician treating the employee for the illness causing the absence. Failure to provide such a note or an incomplete note may be the basis for discipline or other appropriate action. Additionally, a pattern of absenteeism or abuse of sick leave may be the basis for discipline or other appropriate action.

A pattern of absenteeism shall be defined as:

- (a) absences prior to or after weekends;
- (b) absences prior to or after holidays;
- (c) a pattern of one (1) or two (2) day absences over a period of time; and
- (d) use of sick time intermittently in conjunction with other forms of paid time off.

## **Section 7.2**

A maximum of three (3) days' special leave with pay shall be granted for death in the immediate family of an employee or his/her spouse. Immediate family shall be defined as parents, grandparents, spouse, brother, sister, child, grandchild, son-in-law, daughter-in-law, aunt and uncle or any relative whether by birth or marriage who are residents (other than temporary residents) in the employee's immediate household.

Reasonably available proof of the relative's relationship to the employee must be submitted to the Superintendent upon the Superintendent's request.

Such special leave must encompass the date of the actual funeral, be for the attendance at the funeral and be taken on consecutive workdays. Consecutive workdays is defined as actual workdays and shall not encompass weekends or holidays, if the employee is not scheduled to work on such days.

### **Section 7.3**

Paid leave shall be granted to any employee for an absence from duty due to accident or injury that occurred while the employee was engaged in the performance of his or her duties. An employee absent due to an accident or injury which occurred in the performance of his or her duties, shall be paid, as elected by the employee at the time such payments are to begin, in one of the following manners:

- (1) at his or her regular weekly wage, charged against the employee's sick time until exhausted, less any amount received from workers' compensation; or
- (2) any amount received from workers' compensation with no supplemental payment from the Board and no charge against the employee's sick time. The period of such full payment shall not exceed one year.

### **Section 7.4**

One Union member per year shall be allowed time off with pay up to three (3) days for union conventions and conferences.

### **Section 7.5**

Employees shall be granted leave with pay for absences occurring during scheduled work periods for the following reasons:

- (1) Jury Duty – The Board will pay the difference between jury fees and regular pay.
- (2) Any legally required appearance of the employee before court or other public body up to two (2) days with pay.
- (3) Participation in short-term military training and Federal Reserve or National Guard. The difference between military pay, plus allowances and the employee's scheduled pay, shall be paid to the employee upon submission by the latter of a form certifying the amount of money which has been paid during his period of absence.

Additionally, at the discretion and upon written approval of the Superintendent, or his/her designee, employees may be granted leave with pay for absences occurring during scheduled work periods for the following reasons:

- (1) Participation in a conference or official meeting which will enhance the value of the employee to the school system.

- (2) Participation in education or training that enhances the employee's value to the school system. In the event that the employee receives a scholarship or fellowship, his/her remuneration shall be reduced by that amount for the duration of the leave.

### **Section 7.6**

Up to three (3) personal days shall be granted annually to each employee who works twenty (20) or more hours per week on a regular basis to undertake personal business which cannot be undertaken at any other time, provided written notice stating a topical reason is given to the Superintendent of Schools at least forty-eight (48) hours prior to an absence under this provision, except in the case of an emergency. Any unused personal days may be carried over to the next year to a cumulative total of five (5) days.

Remuneration for an employee's personal day shall be equal to his/her regular work day hours.

### **Section 7.7**

Upon retirement or death, an employee or his/her estate shall be reimbursed at his/her current hourly rate for thirty three and one-third (33 1/3) per cent of up to one hundred (100) sick leave days or she has accumulated to his/her credit.

### **Section 7.8**

- A. Leaves of absence without pay for either an extended duration, as defined herein, or for an emergency may be granted by the Board or its designee for a limited, definite period not to exceed a period of up to one (1) year, for the following reasons:

- (1) For health reasons, upon written advice of a physician submitted to the Board or its designee; or

- (2) For other personal reasons subject to the review and recommendation of approval by the Superintendent.

"Of an extended duration" shall be defined as a minimum of thirty (30) calendar days.

- B. 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 or its designee. 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.

### **Section 7.9**

Eligible employees shall be entitled to leave in accordance with the Federal Family and Medical Leave Act.

### **Section 7.10**

Part-time ten (10) month employees shall receive pro-rata leave benefits in accordance with this Article.

### **Section 7.11**

Any employee who is on authorized leave of absence, in accordance with this Article, shall continue to accrue seniority while on such authorized leave.

## **ARTICLE VIII** **GRIEVANCE PROCEDURE**

### **Section 8.0**

A grievance is hereby defined as a claim by an employee, a group of employees, or the Union that there has been a violation, misinterpretation or misapplication of a specific term of this Agreement, except where specifically excluded from the grievance and arbitration process. All grievances shall be brought within twenty (20) work days from the date of the incident or occurrence giving rise to the grievance, otherwise the grievance shall be waived.

### **Section 8.1 – Immediate Supervisor**

(1) The employee and/or his/her representative shall present the grievance in writing to the immediate supervisor.

(2) The immediate supervisor shall adjust the grievance at once or notify in writing the employee and/or his/her representative of his decision within five (5) work days from the day that the grievance is presented.

### **Section 8.2 – Superintendent**

(1) In case of an adverse decision, the employee and/or his/her representative may request in writing for further review by the Superintendent, or an agency designated by him within five (5) work days of the prior decision.



- (2) The Superintendent or his agent, shall within ten (10) work days, review the facts with all those concerned present at a special meeting to be called by the superintendent or his agent. Within three (3) work days thereafter the employee and/or his/her representative and the supervisors concerned shall be notified of the decision which has been reached.

### **Section 8.3 – The Board of Education**

If the Union is not satisfied with the decision of the Superintendent or her agent as given in the previous step, the Union may request in writing, within twenty (20) work days of the prior decision, a hearing before the Board of Education, or its designated committee. Such hearings shall be held within five (5) work days after the date of the request and may be attended by the steward, the aggrieved party and the Staff Representative.

The Board or its designated committee shall give written answer to the Union President. A copy of the decision of the Board of Education or its designated committee shall be sent to the Staff Representative within five (5) work days after the date of the meeting. These limits may be waived by mutual agreement. If the Union fails to request a meeting within time limits specified in 8.2 and 8.3 and there is no mutual agreement to waive the time limits, the grievance will be deemed to be waived.

### **Section 8.4 – Arbitration**

In the event the Union feels that further review is justified, it shall file notice of appeal within ten (10) work days of receiving the Board of Education's decision to submit the matter to arbitration with the Connecticut State Board of Mediation and Arbitration. Their decision shall be final and binding on both parties. The cost of such arbitration shall be borne equally by the Union and the Board of Education.

### **Section 8.5**

The President and/or 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 IX**  
**DISCIPLINARY PROCEDURE**

**Section 9.0**

No non-probationary employee shall be discharged or otherwise disciplined without just cause. Any employee who has been discharged shall, upon request, be permitted to consult with the Union President or Steward.

**Section 9.1**

In all cases of discharge or other discipline, the Union President or Steward shall be notified of the action immediately.

**Section 9.2**

Failure by an employee to notify his/her supervisor of the supervisor's designated representative on or before the day of his absence or intent not to report to work, may be cause for a disciplinary suspension of one day without pay. Employees must notify their supervisor when they are not coming in, at least one hour prior to the start of their shift.

**ARTICLE X**  
**WAGES**

**Section 10.0**

All wages rates shall be shown on Appendix A attached hereto and made a part of this Agreement.

**Section 10.1**

- A. In a emergency, or in case of prolonged absence of the regular employee, any employee required to work in a higher classification shall after the third consecutive work day be paid ten percent (10%) above his regular wage, not to exceed the rate paid for the position in which he is temporarily working.
- B. New hires shall be paid ten percent (10%) less than the position pay rate for their period of probation, pursuant to Article III, Section 3.1

**Section 10.2**

The Board recognizes the value of long service employment to the Board and supplements pay of long service employees on the following basis:

Employees who work twenty (20) or more hours per week on a regular basis for the Thomaston Board of Education:

After five years.....	\$200.00
After ten years.....	\$275.00
After fifteen years.....	\$350.00
After twenty years.....	\$400.00
After twenty-five years.....	\$450.00

Longevity supplements shall be paid in a lump sum of the first pay period after July 1<sup>st</sup> of each year during the term of this Agreement. The Board shall issue employees a check separate from their regular paycheck for such longevity payment, if any.

**ARTICLE XI**  
**SAFETY AND HEALTH**

**Section 11.0**

The Board will provide work facilities and working conditions which are not detrimental to the employees' health and safety. A joint safety committee shall be formed by the Superintendent and the Union, and said committee shall meet periodically to review and recommend safety and health conditions at the workplace.

**ARTICLE XII**  
**INSURANCE BENEFITS**

**Section 12.0**

Effective July 1, 2015 the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment available in May.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/\$20 Brand Name/\$35 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)

Out of network services will be subject to a 80% plan/20% member coinsurance to a coinsurance maximum of \$4,000 for the individual and \$8,000 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

The Board agrees to contribute sixty-five percent (65%) of the deductible for the July 1, 2015 - June 30, 2016 contract year for eligible twelve (12) month and ten (10) month employees.

The Board's contribution shall be deposited on or about July 1<sup>st</sup> and one-half (½) of the Board's contribution shall be deposited on or about January 1<sup>st</sup>.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her Health Savings Account (HSA) bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

The HDHP described above shall be the core insurance plan. For any eligible employee wishing to remain in the POS plan set forth below, the Board will contribute toward the cost of that plan, an amount equal to the sum of the dollar amount contributed by the Board toward the premium of the HDHP for the employee's coverage level (single, two-person or family coverage). Any employee remaining enrolled in the POS plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the POS plan.

POS Plan co-pays effective upon ratification/approval:

Office:	\$10.00 (\$20.00 specialists)
Hospital:	\$100.00
ER:	\$50.00
Urgent Care:	\$10.00
Outpatient:	\$100.00
Prescriptions:	\$10/\$20/\$30

The premium share contribution for the High Deductible Health Plan (HDHP) and dental plan for full-time twelve month employees and ten (10) month employees hired prior to July 1, 2000, shall be in accordance with the following:

**July 1, 2015**

8%

Ten (10) month employees hired after July 1, 2000 must work more than twenty-five (25) hours a week on a regular basis to be eligible to participate in the health insurance plans set forth herein.

If a ten (10) month employee hired after July 1, 2000 elects single coverage, the Board shall provide and pay for seventy-five percent (75%) of the cost of the premium. If the employee elects single plus one or family coverage, the Board shall provide and pay for seventy-five percent (75%) of the cost of the premium.

Upon successful completion of their respective probationary period, probationary employees shall be eligible for health insurance benefits, as set forth above.

- Dependency for health insurance in accordance with applicable law; Dependency to twenty-one (21) years old on Dental Rider, provided, however, that dependency on Dental Rider is to twenty-five (25) years old if the dependent is enrolled as a full-time student in an accredited school or university.
- Delta Dental Plan or a plan that provides equal or better coverage with a maximum annual benefit of one thousand five hundred dollars (\$1,500.00).

### **Section 12.1**

- A. The Board may change carriers provided the level of benefits and administration of the plans is no less than the current insurance benefits. Prior to making any change the Board shall notify the Union so that changes can be reviewed prior to implementation.
- B. The Board reserves the right to review with each bargaining unit member his/her fringe benefit program.

Should the bargaining unit member decide to drop any or all of his/her fringe health insurance coverage, the Board will pay the individual 25% of the POS and dental premium to a maximum of:

#### **1. For employees who elected a waiver prior to June 30, 2015:**

If both health and dental are waived, an annual maximum amount of:

\$2,500.00 for single coverage  
\$5,100.00 for single + 1 coverage  
\$6,750.00 for family coverage

If eligible for family health and family dental and family health is waived and elects family dental, an annual maximum amount of:

\$6,000.00 for family coverage

If eligible for single + 1 health and single + 1 dental and waives single + 1 health and elects single +1 dental, an annual maximum amount of:

\$4,725.00

If eligible for single + 1 health and single + 1 dental and elects single health and single dental, an annual maximum amount of:

\$1,700.00

If eligible for family health and single + 1 dental and waives family health and elects single + 1 dental, an annual maximum amount of:

\$5,150.00

In the event that any employee who receives a waiver in accordance with the language set forth above changes the level of his/her waiver, he/she shall receive the waiver for the new election sum, provided the sum is less than the current sum received. If the waiver would amount to a sum greater than his/her current waiver level, the waiver figure shall not increase; rather it will remain the same.

The "sums" set forth herein under subsection B. 1. refers to the sums set forth above.

**2. For employees hired on or after July 1, 2015 and employees who elect to waive full coverage after July 1, 2015 (employees who waive anything other than full coverage shall not be eligible for the stipends set forth below):**

- \$1,000 for single coverage
- \$1,500 for single + 1 coverage
- \$2,500 for family coverage.

Said payments will be made biweekly by the Board. Employees may be eligible to again participate should they desire the coverage

and will be reinstated within thirty (30) days upon written notification to the Business Office.

### **Section 12.2**

In the event that an employee, who is at least fifty-five (55) years of age and has ten (10) years of service with Board retires prior to the age of sixty-five (65), the Board shall allow the employee to retain all group insurance at the employee's expense, up until the employee attains the age of sixty-five (65), as set forth in Section 12.0 for active employees and eligible dependent(s). At age sixty-five (65), Section 12.3 shall apply.

### **Section 12.3**

A Medicare Supplemental Policy shall be provided by the Board to the employee and spouse, upon retirement at age sixty-five (65). In order to be eligible for this benefit, the employee must have, at the time of his/her retirement, at least ten (10) years of service with the Board or retired under Section 12.2. The retiree must pay seven and one-half percent (7.5%) of the premium share for such benefit. Coverage as reflected in the Thomaston Board of Education policy #001525-133:

- (A) Blue Cross 65 High Option Plan
- (B) Blue Shield 65 Plan 81
- (C) Blue Cross/Blue Shield Major Medical Plan - \$100.00 deductible, \$50,000 maximum.

### **Section 12.4**

Either long-term care insurance or long term disability insurance may be purchased by the employee at the employee's expense through payroll deduction, if either type of insurance is available through the Board. In the event that the Board decides to offer either type of insurance, it will meet with the Union in advance to discuss the plan(s) to be made available.

Employee may purchase Dental Coverage upon retirement at group rates.

### **Section 12.5**

Individual Life Insurance equal to twenty thousand dollars (\$20,000.00) or an amount equal to an employees base annual wages, whichever is higher; reduces to fifty percent (50%) at age seventy (70) for active employees (the full cost of life insurance should be borne by the Board).

**ARTICLE XIII**  
**PENSION PLAN**

**Section 13.0**

The employees covered by this contract shall be covered under the Town of Thomaston Retirement Program and that retirement program shall be a part of this Agreement and incorporated herein by reference.

**Section 13.1**

The Union shall be given a complete copy of the Town of Thomaston Retirement Program annually.

**Section 13.2**

No matter of the retirement program shall be subject to either the grievance or arbitration provisions of this contract unless the retirement program fails to make provisions for the resolution of disputes involving the interpretation and/or application for the terms of the retirement program.

**Section 13.3**

Upon request of the Superintendent of Schools by the appropriate Staff Representative of Council 4, AFSCME, AFL-CIO, an annual pension report will be sought from the Town of Thomaston and mailed to Council 4, AFSCME, AFL-CIO office.

**ARTICLE XIV**  
**SAVINGS CLAUSE**

**Section 14.0**

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



**Section 14.1**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions of this Agreement.

**ARTICLE XV  
MISCELLANEOUS**

**Section 15.0**

Four (4) signed copies of this Agreement shall be presented to the Council 4 AFSCME, AFL-CIO Staff Representative on the date of shipping.

**Section 15.1**

The Board agrees to furnish each employee in the bargaining unit with a copy of this Agreement, within thirty (30) days after signing of this Agreement. New employees are to receive copy of this Agreement at the time of hire.

**Section 15.2**

All travel on school business conducted by an employee with his/her personal vehicle shall be reimbursed at the Federal IRS rate in effect. In the event that an employee uses his/her vehicle for school business, the employee shall be entitled to a maximum of twenty-five dollars (\$25.00) per day for such use, in accordance with the following. To be eligible for the twenty-five dollars (\$25.00), the employee must be using his/her vehicle at the direction of the Superintendent or the Chief Administrator in the school the employee is assigned to at the time of the directive, or their respective designee.

**Section 15.3**

Secretaries and instructional Paraprofessionals shall not be required to perform nurses' duties, but nothing herein shall prevent secretaries and assistants from voluntarily administering minor first aid.

**Section 15.4**

The Union shall be permitted to conduct meetings in any school before or after work hours upon prior notification to the Superintendent.

### **Section 15.5**

Bulletin board space shall be provided in each school for posting of union notices and other union matters. Bulletin boards on which space is provided shall be in a conspicuous place.

### **Section 15.6**

The Nurse Coordinator shall receive a stipend of one thousand dollars (\$1,000.00) annually. Additionally, the Nurse Coordinator shall receive per diem pay for all days that she is required to work by the Superintendent in excess of her normal work year.

Nurses shall be reimbursed up to one hundred fifty dollars (\$150.00) each year to cover the cost of acquiring CEU's required to practice school nursing. Should the nurse wish to obtain these through attendance at the Connecticut School Nurses Association annual conference, she shall be permitted leave on that day to do so.

At the discretion of the Administration in each building for scheduling purposes, nurses shall work an additional four (4) days per year for purposes of preparing for and closing out the school year.

The Hazardous Material/Asbestos Coordinator shall receive a stipend of three dollars and sixteen cents (\$3.16) per hour for all hours worked and such rate shall be used for purposes of calculating overtime compensation.

### **Section 15.7**

The Town will pay for the cost of malpractice insurance for nurses at a maximum cost of one hundred dollars (\$100.00) annually per nurse.

### **Section 15.8**

In each contract year, custodians shall receive a one hundred dollars (\$100.00) annual clothing allowance and three (3) work shirts to be purchased at a place designated by the Board or its designee.

### **Section 15.9**

Employees will be paid on a biweekly basis.


**ARTICLE XVI**  
**DURATION**

**Section 16.0**

This Agreement shall remain in full force and effect through June 30, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not more than one hundred fifty (150) days prior to the anniversary date that negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

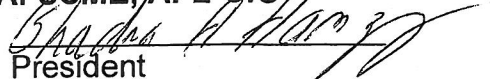
**THOMASTON BOARD OF EDUCATION**

  
Chairman

  
Superintendent of Schools

12/9/15  
Date

**LOCAL 1303-97 OF COUNCIL #4  
AFSCME, AFL-CIO**

  
President

  
Staff Representative

12-1-15  
Date

**APPENDIX A**

**CLASSIFICATION** **7-1-15**

**1.50%**

School to Career Coordinator \$17.34

School Nurse \$31.08

Senior Support Technician \$30.39

Computer Network Specialist \$28.52

End User \$21.52

Payroll Staff Accountant \$23.56

Accounts Payable Staff Accountant \$23.01

Benefits Administrator/Assistant \$22.23

Bookkeeper

School Secretary 12 month \$19.59

School Lead Guidance Secretary \$18.52

School Secretary 10 month/Pupil  
Service \$17.91

Paraprofessional (I, II and III) \$15.15

**Full Time (12 Months, 2080 Hours)**

Custodial I \$22.38

Custodial II \$19.59

Custodial III \$16.52

**Regular Part-Time**

Custodial Part-Time I  
(10 Months, 720 Hours)

Custodial Part-Time II \$16.52  
(12 Months, 1040 Hours)