

COLLECTIVE BARGAINING AGREEMENT

between

CANAAN BOARD OF EDUCATION

and

**CANAAN SCHOOL EMPLOYEES LOCAL
1303-343 OF COUNCIL 4
AFSCME, AFL-CIO**

JULY 1, 2016 THROUGH JUNE 30, 2019

COPY

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This Agreement made and entered into between the Canaan Board of Education (hereinafter referred to as the Board) and Canaan School Employees, Local 1303-343 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

ARTICLE I
RECOGNITION & BOARD RIGHTS

Section 1.0

The Board hereby recognizes the Union as the sole and exclusive representative for all non-certified employees pursuant to the Connecticut State Board of Labor Relations Case No. ME-16,372, for all collective bargaining with respect to wages, hours and other conditions of employment for all non-certified employees including secretaries, educational paraprofessionals, library assistants, custodians, assistant custodians, and the nurse at the Lee H. Kellogg School, excluding all others.

Section 1.1

The Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Canaan Board of Education and all its aspects except as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include but are not limited to, decisions on the needs for school facilities; determination regarding the care, maintenance and operations of buildings, land apparatus and other proper use of school purposes; the employment, assignment, scheduling, and transfer of employees; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; and the employment and supervision of all employees in the organization and administration of the Canaan Board of Education. No action taken by the Board with respect to such rights, responsibilities and prerogatives should be subject to the grievance procedure provisions of this Agreement, except as its otherwise provided for in the Agreement. The "Superintendent of Schools", as used in this Agreement shall mean the Superintendent or his/her designee. The term "Board of Education" or the "Board" as used in this Agreement shall mean the Canaan Board of Education or its designee.

ARTICLE II
SAVINGS CLAUSE

Section 2.0

If any provisions of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, or of no legal effect, said provision shall be deemed

null and void without affecting the obligations of the balance of this Agreement.

ARTICLE III UNION SECURITY

Section 3.0

Each employee who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each employee who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency service fee as a condition of employment.

Section 3.1

The Board agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such membership dues or agency fees as may be fixed by the Union. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make such deductions(s). This statement is to be accepted by the Board.

Section 3.2

The monthly dues and/or service fees remittances to the Union will be accompanied by a list of names, addresses and social security numbers of employees from whose wages such deductions have been made. This information shall be provided twice per fiscal year.

ARTICLE IV DUES CHECK-OFF

Section 4.0

The Board will deduct from the wages of each employee who certifies in writing to the Board that they authorize such deduction, the uniform monthly dues or service fees, as described in Article III. Such authorization shall be effective the month received by the Board.

Section 4.1

Deductions will be made twice each month and all sums deducted shall be remitted to the Council 4 Office no later than the day after the end of each calendar month in which deductions are made. Said check shall be made payable to "Local 1303-343, AFSCME, Council 4". The Union will remit to the Board, on or before the last day of the month a list of the membership changes, if any, and the Board will check off the aggregate amounts collected.

Section 4.2

The Union agrees to indemnify and hold harmless the Board from any and all responsibilities and liabilities incurred by reason of implementation of Article IV.

ARTICLE V
HOURS OF WORK

Section 5.0 - Custodians

The normal work week shall be Monday through Friday, with the following work hours, a 12 month position:

Custodian	Eight (8) hours per day with a one-half hour unpaid duty free lunch. Said workday shall be scheduled between 6:00 a.m. and 4:00 p.m., as agreed upon by the Principal.
Assistant Custodian	Three and one-half (3-1/2) hours per day. Said workday shall be scheduled between 3:30 p.m. - 8:00 p.m., 180 day position.

Section 5.1 - Secretary

The normal workweek shall be Monday through Friday, 8:00 a.m. - 4:00 p.m. The work year shall be 217 days.

The Secretary shall receive a \$500.00 per year stipend for the scheduling of substitutes.

Section 5.2 – Educational Paraprofessionals, Library Assistant and Nurse

The normal workweek shall be Monday through Friday with the following hours:

Educational Paraprofessionals	Six and one-half (6-1/2) hours per day, 8:45 a.m. - 3:15 p.m., 181 day position.
	Three (3) hours per day, 181 day position.
Library Assistant	Six and three-quarter hours per day, 8:30 a.m.-3:15 p.m., 181 day position.
Nurse	Six and three-quarter hours per day, 8:30 a.m.-3:15 p.m., 181 day position.

Employees will be given 2-weeks notice for any changes in their scheduled workday.

ARTICLE VI **SENIORITY**

Section 6.0

Seniority, for purposes of this Agreement, is defined as the total length of an employee's most recent period of continuous full-time service with the Board. The employee's earned seniority shall not be lost because of absence due to illness, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence but such rights will not be lost by the employee because of such leave.

Section 6.1

All other factors being equal, seniority will be used to determine transfers, or promotions, other factors are defined as qualifications and competence to perform the work as determined by the Board.

Section 6.2

In cases where an employee transfers or is promoted from one classification to another, his seniority in the new classification shall be based on his original employment date with the Board.

Section 6.3

Seniority shall be lost for the following reasons:

- a. Voluntary resignation;
- b. Discharge for cause;
- c. Failure to return to work, from layoff, within 10 days after being recalled.

Section 6.4

- a. New employees shall be considered probationary during their first one hundred-twenty (120) days of employment. During such probationary period the employee shall not attain seniority rights under this agreement and the probationary employee will be subject to discharge by the Board, without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Section 6.5

- a. Layoffs shall be by seniority within classification, as defined in (c) below. An employee scheduled for layoff shall bump the least senior employee within his job classification. If there is no least senior employee within his classification or there is no other employee within that classification he shall bump the least senior in the next lower classification provided he has the ability to perform the work as determined by the Board and more seniority. In turn, any displaced employee shall exercise his bumping rights in this manner.

- b. An employee may elect the layoff in lieu of exercising his bumping rights.
- c. The classifications for purposes of layoff shall be custodians; assistants; secretaries.

Section 6.6

Any employee who is to be laid off shall receive two (2) weeks' notice.

Section 6.7

Laid off employees with the most seniority, within classifications, shall be rehired first.

Section 6.8

The right of seniority in re-employment shall be accorded to a laid off employee prior to new employees being hired provided such laid off employee responded to a notice to report for work within ten (10) days after receipt of notice, sent by certified mail to his last known address. If such laid off employee fails to respond, he shall lose all rights of seniority recall.

Section 6.9

Recall rights for laid off employees shall be for two (2) years from date of layoff. Employees shall accumulate seniority while on layoff and upon recall shall be credited for the total amount of earned continuous seniority they had prior to layoff.

ARTICLE VII
VACANCIES AND PROMOTIONS

Section 7.0

When new jobs are created within the Union or a vacancy occurs the Board shall post the job title for five (5) working days, and each employee who is interested will have the opportunity to apply for said opening(s), provided he or she is qualified. The senior qualified employee shall be given first consideration for the job. If the senior employee is not promoted, consideration should then be given to the next senior employee in the unit who has applied for and is qualified for the position. The Board retains the right to fill positions from outside the unit and the system if no qualified employee from within applies.

ARTICLE VIII
OVERTIME

Section 8.0

Overtime will be paid in accordance with state law.

Section 8.1

One and one-half (1-1/2) times the employees' hourly rate shall be paid to all employees who are authorized to work on Sunday.

Section 8.2

Time and one-half (1-1/2) shall be paid for all authorized work performed on holidays.

Section 8.3

Employees should be available for performing a reasonable amount of overtime work, daily or weekly, as part of their duties and responsibilities. .

Section 8.4

- a. Employees who work less than forty (40) hours per week can elect to accept their normal hourly rate of pay or time off which shall be equivalent to the extra hours they have worked.
- b. For purposes of this Section, extra hours worked is defined as hours worked beyond the normal work week hours.

Section 8.5

Any employee who has left the Board's premises and who is called back to work after the termination of his regular shift shall receive two (2) hours pay at the applicable rate of pay.

**ARTICLE IX
HOLIDAYS**

Section 9.0

All twelve (12) month employees shall receive paid holidays as follows:

- | | |
|------------------|------------------------|
| New Year's Day | Columbus Day Martin |
| Luther King Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Labor Day |

Section 9.1

Employees who work 217 days shall receive the following paid holidays:

- | | |
|------------------------|-----------------|
| New Year's Day | Columbus Day |
| Veterans Day | President's Day |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Memorial Day |

Christmas Day

Labor Day

Section 9.2

Employees who work at least 180 days shall receive the following paid holidays: Thanksgiving, Day after Thanksgiving, Christmas or Rosh Hashanah*, Good Friday or Yom Kippur*, and President's Day.

* Paid for employees who observe same when it falls on a school day.

Section 9.3

Should any of the above holidays fall on a Sunday, it shall be observed on Monday, and if it falls on a Saturday it shall be observed on Friday provided school is not in session.

Section 9.4

If school is in session on any of the above holidays, the bargaining unit employees will receive an alternate paid holiday to be mutually selected by the Board and the Union.

Section 9.5

When any holiday occurs while an employee is out during vacation, said holiday shall not be charged against the employee's earned vacation time.

**ARTICLE X
WAGES**

Section 10.0

There shall be a 2.5% across the board wage increase effective July 1, 2016, July 1, 2017 and July 1, 2018. The wage rates, which shall be effective during the term of this Agreement, are set forth as follows:

JULY 1, 2016

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	After 10 yrs. Service Max
Custodian	\$23.47	\$24.19	\$24.93	\$25.67	\$26.50	\$27.33
Assistant Custodian	15.08	15.60	16.14	16.69	17.30	17.88
Ed. Paraprofessional	17.54	18.12	18.73	19.44	20.13	20.88
Library Assistant/Secretary	20.87	22.02	22.71	23.64	25.50	25.08
Nurse	30.49	31.23	31.97	32.74	33.53	34.33

JULY 1, 2017

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	After 10 yrs. Service Max
Custodian	\$24.06	\$24.79	\$25.55	\$26.31	\$27.16	\$28.01
Assistant Custodian	15.46	15.99	16.54	17.11	17.73	18.33
Ed. Paraprofessional	17.98	18.57	19.20	19.93	20.63	21.40
Library Assistant/Secretary	21.39	22.57	23.28	24.23	25.11	25.71
Nurse	31.25	32.01	32.77	33.56	34.37	35.19

JULY 1, 2018

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	After 10 yrs. Service Max
Custodian	\$24.66	\$25.41	\$26.19	\$26.97	\$27.84	\$28.71
Assistant Custodian	15.85	16.39	16.95	17.54	18.17	18.79
Ed. Paraprofessional	18.43	19.03	19.68	20.43	21.15	21.94
Library Assistant/Secretary	21.93	23.13	23.86	24.84	25.74	26.35
Nurse	32.03	32.81	33.59	34.40	35.23	36.07

- a. During the term of this Agreement, new employees shall be paid at Step 1 in effect at their time of hire. On each July 1st, they shall advance to the next step in effect until Step 5 is reached. On their 10th anniversary date of employment they shall move to the maximum step on the following July 1st.
- b. Bargaining unit employees who are promoted shall receive the hourly rate in effect, of the classification they are promoted to.

Section 10.1

When an employee is required to work away from the Board's premises he shall be paid his hourly earnings for all time spent traveling in addition to the current I.R.S. mileage rate per mile, if he should use his own vehicle for any reason. An employee shall not be required to use his own vehicle for Board business.

Section 10.2

The Board shall continue to distribute payroll checks to all employees covered by this Agreement as presently practiced. Employees shall have the option of receiving vacation pay on the last working day prior to vacation provided they notify payroll two (2) weeks in advance.

Section 10.3

When employees are required and assigned by the administrator to perform work of a higher paying classification they shall be paid at the same step of the higher classification after the fifth (5th) day working in the higher classification.

ARTICLE XI
SICK LEAVE

Section 11.0

Twelve (12) month employees and employees who work two-hundred seventeen (217) days per year shall earn fifteen (15) paid sick leave days per year. One hundred-eighty (180) day employees shall earn seven (7) paid sick leave days per year.

Section 11.1

Such paid sick leave shall accumulate up to a maximum of one hundred and ten (110) days for twelve (12) month employees and employees who work two hundred seventeen (217) days per year. One hundred eighty (180) day employees shall accumulate up to a maximum of fifty-five (55) days.

Section 11.2

Employees may use up to four (4) sick leave days per fiscal year for medical appointments that cannot be made outside of their working hours or to care for an immediate family member. Said time may be also taken in one-half (1/2) day increments.

All medical appointments required as part of employment or by law shall be during working hours without loss of sick leave and shall be paid by the employer. In the case of night workers, they shall be paid for such time as if they were working. Whenever possible the employee shall make an effort to schedule the appointment in such a way that the entire day need not be taken.

Section 11.3

- a. Upon retirement under the pension plan or social security of an employee, he shall be paid ten dollars (\$10) per day for each day of unused accumulated sick leave to a maximum of eight hundred dollars (\$800.00).

- b. Upon the death of an employee, the employee's estate shall be paid ten dollars (\$10) per day for each day of unused accumulated sick leave to a maximum of eight hundred dollars (\$800.00).

ARTICLE XII **BEREAVEMENT LEAVE**

Section 12.0

In the event of a death in the immediate family of an employee, such employee shall be granted up to five (5) days absence with pay.

Section 12.1

In exceptional cases, additional time may be granted by the Superintendent of Schools.

Section 12.2

Immediate family means husband, wife, children and any other members of the same household; father, mother, brothers and sisters, father-in-law, and mother-in-law, sister-in-law and brother-in-law, grandparents, and grandchildren.

ARTICLE XIII **PERSONAL BUSINESS DAYS**

Section 13.0

Employees may be absent for a total of four (4) paid days per fiscal year for family illness or personal business granted with the approval of the building Principal. Personal business is business of a personal nature, which cannot be conducted outside the workday.

Section 13.1

Personal business days are non-accumulative.

ARTICLE XIV **VACATIONS**

Section 14.0

Each employee who works two hundred seventeen (217) days per year shall receive annual vacation with pay provided they meet the following scheduled years of service:

One (1) year but less than 6 years	10 days
Ten (10) years	18 days

Each twelve (12) month employee shall receive annual vacation with pay provided they meet the following scheduled years of services

One (1) year but less than 6 years	10 days
Ten (10) years	18 days
Twenty (20) years	20 days

Each twelve (12) month employee hired after July 1, 2016, shall receive annual vacation with pay provided they meet the following scheduled years of service.

One (1) year	5 days
Two (2) years	10 days
Four (4) years	12 days
Six (6) years	13 days
Eight (8) years	14 days
Ten (10) years	15 days

Section 14.1

Vacation accrual shall be based on years of service and effective on the employee's anniversary date of hire.

Section 14.2

The vacation schedule will be set between the appropriate administrator and the employee. If the vacation schedule cannot be resolved, the appropriate administrator will have the final determination with respect to vacation scheduling. Where a conflict exists between two (2) employees, the most senior employee shall have first choice.

Section 14.3

The Employee may take vacation while school is in session with the consent of the Administrator.

**ARTICLE XV
WORKERS' COMPENSATION**

Section 15.0

All employees shall be covered under Workers Compensation Insurance and receive benefits as required in the Connecticut State Workers Compensation Act.

ARTICLE XVI
LEAVE PROVISIONS

Section 16.0

Personal leave of absences without pay may be granted by the Board for thirty (30) days renewable up to ninety (90) days. During this period, an employee shall not lose seniority or any benefits under the terms of the agreement. Employees shall be required to pay full cost of their insurance premiums beyond the initial (30) day period.

Section 16.1

An employee who is required to serve on jury duty shall notify the Board. An employee shall be granted jury duty leave with pay less what he or she receives from the State for such service.

Section 16.2

Military leave of absence for reservist's duty will be granted in accordance with the state law.

Section 16.3

- a. Maternity Leave - Maternity leave will be granted in conformance with State Law. An employee who becomes pregnant shall submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations, which may affect her ability to continue in her normal employment.
- b. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as temporary disabilities for all job related purposes. Seniority shall remain unbroken from the commencement though the termination of maternity leaves.
- c. Accumulated sick leave and vacation leave shall be available for use during the period of such disability; provided, however, the total period of disability, including pre and postnatal shall not exceed six (6) weeks.
- d. During the period of disability leave up to six (6) weeks pursuant to Section (c) above, the Board shall pay for the employee's fringe benefits, including insurance.
- e. Any leave granted after the disability shall be child rearing leave. Such leave shall be without compensation and the employee may continue under the health insurance program at his or her own expense at the group rate.
- f. If, upon submission of satisfactory medical evidence concerning the employee's condition and upon the further submission of evidence satisfactory to the Board that the employee is able to resume her normal duties, the employee shall be reinstated to a position the same or comparable to the position she held prior to the commencement of the maternity leave.

ARTICLE XVII
INSURANCE

Section 17.0

The Board's High Deductible Health Plan shall be the base insurance plan for each employee who works twenty (20) hours or more per week for themselves and their dependents. Any employee who selects an alternate insurance plan offered by the Board shall be fully responsible for the additional premium costs associated with the alternate plan.

Each employee who is eligible for individual, two person or family coverage under the health insurance plans described below may elect to be covered by executing and returning to the Board between June 1 and June 20 of each year the form attached to this Agreement as Appendix A.

The Board shall make available to each employee, the AETNA High Deductible Health Plan (HDHP) with Health Savings Account which is described in the insurance summary in Appendix D.

The Board shall implement an HSA plan including the following components:

- a. Annual deductibles of \$2,000 / \$4,000 throughout the agreement.
- b. 100% in-network co-insurance; 80%/20% out of network co-insurance
- c. Out of pocket maximums shall be \$2,000/\$4,000 in network, \$4,000/\$8,000 out of network.
- d. Preventive care rider
- e. Prescriptions included in above deductibles. Once deductibles are met, purchases would be subject to co-insurance listed above.
- f. The following premium cost sharing arrangement shall be in effect for the AETNA High Deductible Health Plan (HDHP)
 - 2016/2017: Employees shall pay nine percent (11%) of the premium cost for the HDHP.
 - 2017/2018: Employees shall pay nine and a half percent (12%) of the premium cost for the HDHP
 - 2018/2019: Employees shall pay ten percent (13%) of the premium cost for the HDHP
- g. The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan at a level equal to 65% in 2016/17, 60% in 2017/18, and 55% in 2018/19 of the applicable deductible amount.

The Board will contribute into a Health Savings Account (HSA) for each employee selecting the HDHP plan at a level equal to 65% of the applicable deductible amount (\$1,300 for single and \$2,600 for two person and family) in 2016-17.

- h. The Board's contributions will be deposited into each participating teacher's HSA accounts during the same week they receive their first paycheck in each work year.

- i. The Board shall have no obligation to fund any portion of the HSA deductible amount for individuals upon their separation from employment.

Dental Insurance:

The Board shall provide employees with a Dental plan with annual benefit capped at 1,500.00/member to cover 100% preventative, 80% routine, and 50% major. Employees shall make payment for a percentage of the annual cost of the dental insurance benefit based on the following schedule:

2016/2017 = 11% 2017/2018 = 12% 2018/2019 = 13%

Section 17.1

The Board shall provide a \$50,000 term life insurance policy for the individual, per eligibility requirements, 100% paid by the Board.

Section 17.2

The Board, upon consultation with the Union, may change insurance carriers of the above mentioned insurance programs provided the new insurance carrier's coverage results in equivalent or better than the existing coverage including administration, benefits and delivery of services.

Section 17.3

The Canaan Board of Education shall maintain a Section 125 pre-tax wage deduction plan designed to permit exclusion from taxable income of the employee's share of health insurance premiums in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. The Canaan Board shall implement a Section 125 pre-tax deduction plan designed to permit exclusion from taxable income of allowable expenses incurred for medical care, as defined by IRS section 213(d), and allowable dependent care expenses, pursuant to IRS regulations, for those employees who complete and sign the appropriate authorization form. The Canaan Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium and allowable medical expenses and dependent care contributions.

**ARTICLE XVIII
PENSION**

Section 18.0

All eligible employees (as outlined in the plan) shall be part of the Town of Canaan Pension Plan and Trust Money Purchase.

ARTICLE XIX
UNION REPRESENTATION

Section 19.0

Release time without loss of pay shall be provided for one (1) Union official to attend grievance and arbitration hearings, which cannot be scheduled outside of work time.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 20.0

- a. A "grievance" is a claim that a specific provision of this Agreement has been violated. A "grievant" is a member or members of a bargaining unit or the union making the claim. The term "days" shall mean calendar days. The grievant must file a grievance in writing within fourteen (14) days from the date he or she knew or should have known of the event or the condition giving rise to the grievance, otherwise the grievance shall be deemed to be waived.
- b. An employee with a grievance shall first discuss the matter with his/her immediate supervisor with or without the steward to resolve the grievance informally.
- c. In the event the grievance is not resolved at this informal meeting it shall be reduced to writing and processed in the following manner:

Section 20.1 - Step 1

The employee, or the union, shall reduce the grievance to writing and submit it to the Principal within five (5) working days from the discussion at the informal level or within fourteen (14) days from when the grievance arose, whichever is first. The Supervisor shall schedule a meeting with the employee, a Union Representative within ten (10) days of receipt of the grievance. The supervisor shall give his written answer to the grievance within ten (10) days after the meeting.

Section 20.2 - Step 2 Superintendent

In the event the employee or Union is not satisfied with the disposition of the grievance at Step I, it shall file the grievance with the Superintendent of Schools within ten (10) working days after receipt of the supervisor's answer. The Superintendent shall meet with the employee, and a Union Representative within fourteen (14) working days of receipt of the grievance.

Section 20.3 - Step 3

- a. If the grievance is not resolved at Step 2, the grievant shall have the right to present the grievance in writing to the Board of Education within seven (7) days of the decision being rendered in Step 2.
- b. The Board of Education shall have a meeting within thirty (30) days after the receipt of the

grievance, at which time it shall meet with the grievant and with the representative(s) of the Union for the purpose of resolving the grievance.

- c. The Board shall, within fourteen (14) days after such meeting, render its decision and the reasons in writing to the grievant, with a copy to the Union.

Section 20.4

Any time limits specified within this Article may be extended by mutual agreement of the Union and Board.

**ARTICLE XXI
ARBITRATION**

Section 21.0

In the event the Board of Education's response is not satisfactory to the Union, it shall be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than twenty (20) days after receipt of the written answer of the Board of Education. The cost of arbitration shall be borne equally by both parties.

Section 21.1

The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The decision of the arbitrator shall be final and binding.

**ARTICLE XXII
DISCIPLINE AND DISCHARGE**

Section 22.0

No employee shall be disciplined or discharged without just cause. In all cases of written discipline, a copy of such written reprimand or discipline will be forwarded to the Union President or Steward.

**ARTICLE XXIII
SAFETY AND HEALTH**

Section 23.0

- a. Both parties to the Agreement hold themselves responsible for mutual, cooperative enforcement of health and safety regulations. The Union agrees to have a representative on a school safety committee.

- b. Employee complaints regarding unsafe or unhealthy situations in violation of safety regulations and standards shall be given immediate consideration.

ARTICLE XXIV MISCELLANEOUS

Section 24.0

The Board agrees to provide bulletin board space, which may be used by the union for union business. The Union bulletin board will be located in an agreed upon space.

Section 24.1

Where reference is made to the male gender throughout this Agreement, it shall be applied to both.

Section 24.2

- a. In the event of a delayed opening, early closing, or school closing for students, employees shall not suffer loss of pay if they make up the work through an assignment, or professional development, approved by the Principal. Custodians are expected to report to work as soon as conditions permit.
- b. If an employee chooses not to make up the lost time through an assignment or professional development, the time may be charged to personal or vacation time. In the absence of accrued personal or vacation time, the employee's wages shall be docked.

Section 24.3

If the Board requires employees to receive annual physicals, the examination shall be at no cost to the employee and shall be conducted during work hours. Wherever possible, the employee shall make an effort to schedule the appointment in such a way that the entire day need not be taken for the physical.

Section 24.4

The Board shall provide the Council 4 representative with three (3) original signature copies of the Agreement at the time of signing. The Board shall provide each bargaining unit employee with a copy of the Agreement within thirty (30) days of signing. New employees will be provided with a copy at the time they are hired.

ARTICLE XXV DURATION

Section 25.0

This Agreement shall take effect on July 1, 2016, and shall remain in full force and effect until June 30, 2019. This Agreement shall be considered automatically renewed, unless either party shall, on or

before the 150th day prior to June 30, 2019 serve written notice by certified mail on the other party to modify, change, or amend this Agreement except as otherwise specified. The parties agree that all parts and sections of the collective bargaining agreement which expires on June 30, 2019, that are not changed as a result of these negotiations, will be included, verbatim, in the successor agreement.

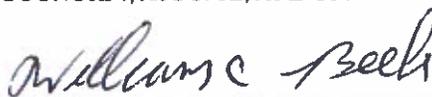
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and executed by its mutually authorized officers and representatives as of this 6th day of July 2016.

CANAAN BOARD OF EDUCATION



Signed: Chairman

CANAAN SCHOOL DISTRICT
EMPLOYEES LOCAL 1303-343,
COUNCIL 4, AFSCME, AFL-CIO



Signed: President



Signed: Staff Representative, Council 4
AFSCME, AFL-CIO

APPENDIX A
ANNUAL HEALTH INSURANCE ELECTION FORM

Note that in order to maintain health insurance coverage, this election form must be completed each year by the employee and submitted to the business office during the open enrollment period June 1 to June 20.

During the past year, July 1 20__ to June 30, 20__

_____, I had the following health insurance plan and coverage pursuant to Article 22 of the Agreement between the "Board" and the "Association":

PLAN	COVERAGE
<input type="checkbox"/> Aetna Open Access Managed Choice (PPO)	<input type="checkbox"/> Individual
<input type="checkbox"/> High Deductible Health Plan (HDHP)	<input type="checkbox"/> Two Person
<input type="checkbox"/> No coverage	<input type="checkbox"/> Family

For the coming year, July 1 20__ to June 30, 20__

_____, I elect the following health insurance plan and

PLAN	COVERAGE
<input type="checkbox"/> Aetna Open Access Managed Choice (PPO)	<input type="checkbox"/> Individual
<input type="checkbox"/> High Deductible Health Plan (HDHP)	<input type="checkbox"/> Two Person
<input type="checkbox"/> No coverage	<input type="checkbox"/> Family

I hereby certify that I am eligible for the election indicated above and authorize the Board to deduct from my paycheck my share of the premium costs, if any, as defined in Article 17 of the Agreement.

Employee Signature

Date

APPENDIX B

QUALIFYING EVENTS

A qualifying event is a change in an employee's personal life that may impact their eligibility or dependent's eligibility for benefits. As defined by the IRS, employees experiencing a qualifying event can change benefits for one of the following qualifying reasons:

- ✓ Marriage
- ✓ Birth
- ✓ Adoption
- ✓ Divorce, legal separation or annulment of an employee's marriage
- ✓ Death of a spouse or dependent
- ✓ Change in employee's, spouse's or dependent's employment status that affects eligibility under their plan.
- ✓ Spouse's employer makes significant changes in coverage of premium costs (30% or greater change).
- ✓ Spouse is provided group insurance through employer for the first time.
- ✓ Reinstatement of coverage due to non-payment of premium.
- ✓ Dependent no longer meets eligibility criteria or becomes ineligible for coverage.
- ✓ Court order results in employee gaining or losing custody of a dependent.
- ✓ Dependent becomes eligible.
- ✓ Coordination of spouse's annual election period.
- ✓ Court decree establishes an employee's financial responsibility for a child's medical, dental or other health care.
- ✓ Change in public aid recipient status or Medicare status.
- ✓ Change in managed care plan due to primary care provider leaving the network.

APPENDIX C
AETNA PLAN DESIGN

See the attached document from AETNA.

