

COLLECTIVE BARGAINING AGREEMENT

-Between-

**CHESTER BOARD OF EDUCATION
DEEP RIVER BOARD OF EDUCATION
ESSEX BOARD OF EDUCATION
REGIONAL SCHOOL DISTRICT NO. 4 BOARD OF EDUCATION**

-And-

LOCAL 1303-421, AFSCME, COUNCIL NO. 4, AFL-CIO

Effective July 1, 2018 through June 30, 2021

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the Chester Board of Education, the Deep River Board of Education, the Essex Board of Education, and the Regional School District #4 Board of Education, hereinafter referred to as the "Boards" and Local 1303-421 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2
RECOGNITION

The Boards recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on wages, hours and other conditions of employment for all employees. Employees shall be defined to mean those Custodians, Secretaries, Network Technicians, and Registered Nurses working twenty (20) or more hours a week and employed by the Chester, Deep River, Essex, and Region No. 4 School District Boards of Education and not already covered by an existing collective bargaining Agreement, as certified by the Connecticut State Board of Labor Relations on June 28, 2004.

ARTICLE 3
UNION SECURITY

Section 3.1

Employees shall, thirty (30) days from the date of this Agreement, or the first payroll following their initial date of hire with the Boards, as a condition of employment, either: (1) become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union; or (2) authorize, in writing, a payroll deduction from their wages each pay period, an agency fee not to exceed the same amount deducted for Union members, which sum shall be paid to the Union.

Section 3.2

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix B, the Boards shall deduct from the employee's pay, the first payroll of each month, such dues or agency fee as the Union shall determine. The Union agrees to hold the Boards harmless from all costs, liabilities and damages arising from application and enforcement of this Article, including the making of such deductions.

Section 3.3

The amount of dues or agency fees will be certified by a responsible Union officer from Council 4 and may be raised or lowered by the Union with no less than thirty (30) calendar days prior written notification by said officer to the Boards.

Section 3.4

Dues or agency fee deductions shall be remitted to AFSCME Council 4, 444 East Main St., New Britain, CT, 06051 no later than thirty (30) days after such deductions have been made along with a list of bargaining unit members showing addresses from whom such deductions have been made.

Section 3.5

- (a) The Boards shall provide each employee with a copy of this Agreement within thirty (30) days of signing. New employees shall be provided a copy of this Agreement at the time of hire.
- (b) The Boards will provide AFSCME Council 4 with four (4) original signed Agreements, as soon as practicable after ratification by the parties.

Section 3.6 Bulletin Boards

At least one bulletin board shall be reserved at an accessible place in each building for the exclusive use of the Union for the posting of official Union notices or announcements.

ARTICLE 4 **MANAGEMENT RIGHTS**

The management and conduct of the business of the schools and the direction of the working force are the right of the Employers. The Employers shall have the right, subject to the terms herein contained, to hire and layoff employees, to classify, reassign, transfer, and promote them, to discipline or discharge them for just cause, and in general to maintain discipline, order and efficiency in the schools. The Employers reserves the right to publish reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of the schools, provided the same are not inconsistent with the terms of this Agreement. Such rules may include, but not be limited to, matters such as efficiency, productivity, evaluation and assignments.

ARTICLE 5
NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, disability which is unrelated to the ability of the employee to perform a particular job, marital status, race, color, religion, creed, national origin, sexual orientation, gender identity, genetic information, political affiliation or veteran status or military service.

ARTICLE 6
SENIORITY, PROBATIONARY PERIOD, LAYOFF AND RECALL RIGHTS

Section 6.1

Seniority is defined as the total length of continuous service that the employee has worked for the Boards from their original date of hire. Seniority for part-time employees shall be prorated.

Section 6.2 – Probationary Period

New employees shall serve a probationary period of ninety (90) calendar days from their date of hire and shall not have seniority rights or grievance or arbitration rights during this period. The ninety (90) calendar day period shall be suspended during summer recess for school year employees. During the probationary period, an employee may be terminated for any reason at the discretion of the Superintendent or his/her designee, without recourse to the grievance or arbitration provisions of this Agreement. Upon successful completion of the probationary period, new employees shall acquire seniority retroactively to their initial date of hire.

Section 6.3 – Layoff and Recall Rights

- (a) In the event of a layoff, the Boards shall notify the affected employee in writing no less than two (2) weeks in advance of the layoff, with a copy to the Union President.
- (b) If a layoff should be necessary due to economic conditions, the following shall take place:
 - (1) Probationary employees shall be eliminated first;
 - (2) Within classifications, the employees with the least seniority first;
 - (3) Employees may have bumping rights within the bargaining unit of the employing Board in the event that a less senior employee holds a position in the employee's classification. To be eligible, such employees must be qualified for and capable of satisfactorily performing the work of the least senior employee's position, and must elect to bump the least senior employee in their classification within seven (7) calendar days of receipt of notice of layoff. Along with the layoff notice, the employing Board shall

provide the employee selected for layoff with a bargaining unit seniority list and a list of current vacancies for the employing Board

(4) Laid off employees' names shall be placed on a recall list for a period of up to one (1) year. The laid off employees shall have the right to be recalled to the classification from which they were laid off with the employing Board if such a position becomes vacant. In such cases, individuals on the recall list shall be recalled based upon seniority provided that the employee is qualified for the position and can satisfactorily perform the work available.

(5) No person shall be newly employed to a bargaining unit position until all qualified individuals subject to recall in the relevant classification have been offered employment. Such offer shall be sent by certified mail to the individual's last known address. It shall be the laid off individual's responsibility to notify the Superintendent of his/her current address.

(6) An individual who declines an offer of reemployment shall forfeit all remaining recall rights. Failure to respond in writing to a notice of any opening within seven (7) calendar days after the mailing thereof shall constitute a refusal to accept reemployment and shall result in the employee's forfeiting all remaining recall rights.

Section 6.7 – Seniority List

The Boards shall prepare a list of employees showing their seniority in length of service and deliver the same to the Union on December 1st of each year. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct. Upon completion of the probationary period, new employees shall be added to the list.

ARTICLE 7 **VACANCIES AND PROMOTIONS**

- (a) For the purposes of this Agreement, a vacancy shall be defined as "an opening which has arisen through a resignation, retirement, promotion, transfer or termination." All vacancies and new positions shall be posted by the employing Board for a period of ten (10) working days prior to any action taken by the employing Board to fill such vacancies. Employees wishing to be considered for assignment to such vacancies or new positions may personally or through their Union steward submit their request to their immediate supervisor.
- (b) All vacancies shall be filled within thirty (30) working days of the date of an employee vacating a position, or as soon as is reasonably practicable provided qualified applicants are available. Applicants shall be deemed qualified, based on factors such as seniority, training, experience, and an interview. A person appointed to a vacancy that involves promotion shall serve a ninety (90) calendar day trial period in the new position. During the ninety (90) calendar day trial period, the

employing Board have the discretion to re-assign the employee to his/her prior position, or an available comparable position.

- (c) When an employee is retained in a vacancy for a period of ninety (90) calendar days, then he/she shall be considered qualified and allocated to said position, if the position continues to exist.
- (d) Bargaining unit employees shall be given the first opportunity to apply for the vacancies and new positions covered in this Article.

ARTICLE 8 **HOURS OF WORK**

Section 8.1

Full-time employees shall be defined as working at least thirty-five (35) hours per week and shall be Monday through Friday, inclusive of one-half (1/2) hour paid lunch period. Part-time employees shall be defined as working between twenty (20) and up to thirty-five (35) hours per week.

Section 8.2

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

- (a) For each Board, full-time employees shall be given preference on all overtime assignments within a classification.
- (b) For each Board, overtime shall be divided as equitably as practicable within classification. If an employee is scheduled overtime and does not avail her/himself of the opportunity to work, s/he will be charged with the scheduled overtime as if he/she had worked.
- (c) The Union may request a list of overtime performed by employees no more often than once every three (3) months.
- (d) Overtime shall be scheduled as far in advance as practicable.
- (e) Custodians who work on Sundays and Holidays, unless regularly scheduled to do so, shall receive two (2) times their normal rate of pay for hours actually worked.

Section 8.3

Employees are expected to report to work when there is a delayed opening as soon as conditions permit or they shall not be compensated for the day. In no event shall an employee be paid under

such conditions if he/she arrives for work at any time after the designated start time for school on such a day.

Section 8.4

Custodians called into work in cases of emergency shall be paid at a rate of one and one-half (1 ½) times their normal rate of pay for actual time worked, but at no time shall such Custodians be paid for less than three (3) hours at such rate.

Section 8.5

In instances of delayed school openings or early school closings based on inclement weather, employees shall be compensated at their normal rate of pay for their regularly scheduled hours on a particular day. At no time, however, such payments shall be considered hours actually worked for the purpose of overtime calculations.

Section 8.6

Twelve (12) month employees will be released without loss of pay at 3:00 pm from the day school closes in June until Labor Day, upon approval of his or her Building Administrator.

ARTICLE 9
HOLIDAYS

Section 9.1

The following holidays shall be observed as days off with full pay when school is not in session, for regularly employed Secretaries and Custodians:

| | |
|------------------------|--|
| New Year's Eve Day | Labor Day |
| New Year's Day | Thanksgiving Day |
| Martin Luther King Day | Day before and after Thanksgiving |
| Presidents' Day | Christmas |
| Memorial Day | One Floating Holiday, as determined by |
| Fourth of July | the Superintendent of Schools |
| Good Friday | |

Last work day before or day after Christmas, subject to the discretion of the Superintendent.

In the event that school is scheduled to take place on a day designated as a Holiday in this Section, employees shall receive a floating Holiday on a date determined by the Superintendent of Schools when setting the school calendar.

The following holidays shall be observed as days off with full pay when school is not in session, for regularly employed Network Technicians:

| | |
|------------------------|--|
| New Year's Day | Thanksgiving Day |
| Presidents' Day | Day before and after Thanksgiving |
| Memorial Day | Christmas |
| New Year's Eve Day | Labor Day (Effective as of July 1, 2013) |
| Martin Luther King Day | One Floating Holiday, as determined by |
| Good Friday | the Superintendent of Schools |

Last work day before or day after Christmas, subject to the discretion of the Superintendent.

In the event that school is scheduled to take place on a day designated as a Holiday in this Section, employees shall receive a floating Holiday on a date determined by the Superintendent of Schools when setting the school calendar.

Employees shall only be eligible for such paid holidays if regularly scheduled to work on such days except for the occurrence of the Holiday.

Section 9.2

- (a) Holidays falling on Saturday shall be celebrated on the preceding Friday. If school is not in session on the Friday preceding the holiday, said holiday shall be celebrated on a date designated at the discretion of the Superintendent or his/her designee.
- (b) Holidays falling on Sunday shall be celebrated on the following Monday. If school is not in session on the Monday following the holiday, said holiday shall be celebrated at a date designated at the discretion of the Superintendent or his/her designee.

Section 9.3

Whenever any of these holidays occur while an employee is out on approved sick leave, the employee shall accept the day as a holiday with no charge to sick leave.

Section 9.4

When a holiday occurs during a scheduled vacation, said holiday shall not be charged against the employee's earned vacation time and the employee shall be given a day off at a time agreeable to the employee and Superintendent or his/her designee (e.g. Building Principal).

Section 9.5

An employee shall not be paid for a holiday if he or she fails to report for work on the regularly scheduled workday prior to, or following, the holiday, unless the employee is on sick leave, in accordance with Section 10.1 of this Agreement, and submits a physician's certificate to the Superintendent or his/her designee within three (3) days of the employee's return to work.

Section 9.6

A veteran may use a personal day in order to have a day off on Veteran's Day. Verification of service may be required.

ARTICLE 10 **LEAVE**

Section 10.1 Sick leave definition and accrual.

Sick leave shall only be used for personal illness or quarantine by health authorities.

(a) Each employee shall accumulate sick days at the rate of one and one-quarter (1 and 1/4) days per month.

(b) Sick leave may be accumulated to the employee's credit up to a maximum of one hundred seventy (170) days. Employees with accumulated sick leave as of the effective date of this Agreement shall retain said accumulated leave, however any such employee with one hundred seventy (170) or more accumulated sick days may not continue to accrue said leave.

(c) For any absence or illness for more than three (3) consecutive workdays, the employee shall submit a physician's certificate to the Superintendent or his/her designee upon the employee's return to work. Additionally, when a pattern of abuse of sick leave is suspected, the Superintendent may request a physician's certification to verify the medical necessity for such leave.

Section 10.2 Sick leave payout.

Upon the death or retirement of an employee after 10 years of service, the employee shall receive compensation of \$20.00 per sick day over and above 95 accumulated sick days up to a total maximum compensation of \$1,500.00.

Section 10.3 – Personal/Bereavement Leave

(a) Employees shall be permitted a maximum of five (5) personal/bereavement leave days in a contract year without loss of salary when absence from work is necessary and unavoidable, any of which may be used for any of the following reasons:

1. Death in the immediate family of the employee or the employee's

spouse (parent, child, aunt, uncle, grandchild, brother, sister) or any other person who is domiciled in the employee's household.

2. Illness in the immediate family of the employee or the employee's spouse (spouse, parent, child or any relative of the employee or the employee's spouse) or any other person domiciled in the employee's household.
3. Formal religious observance of a holy day.
4. A legal transaction requiring employee's presence.
5. To attend the marriage or graduation of an immediate family member.

Two (2) of the five (5) allowable personal leave/bereavement days may be granted for matters of pressing personal reasons which cannot be attended to outside of the working day. Employees shall notify and seek advance approval of the Principal for such personal days.

(b) Personal leave days shall not accumulate from contract year to contract year.

(c) Newly hired employees shall not become eligible for personal/bereavement leave benefits under this Article until they have worked ninety (90) work days.

(d) Personal days may not be used prior to or following a holiday or vacation period without prior written approval of the Superintendent of Schools.

Section 10.4 - Injury Leave

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties, for which the employee is entitled to Workers' Compensation benefits. Any employee absent due to an injury incurred in the performance of his/her duties shall be paid his/her regular weekly wage until such time as he/she receives workers' compensation checks. Such weekly payment shall be made for a period not to exceed nine (9) calendar months from the date of the accident. Any wages payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for temporary disability. The Boards retain the right to have an employee examined by a physician designated by the proper Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his or her duties. In the event that there is no adjudication on the appropriate Workers' Compensation proceeding for the period of temporary disability, the Board designated physician's opinion regarding the length of temporary disability shall control.

Section 10.5 - Maternity Leave

Eligible employees shall receive maternity leave in accordance with applicable state and federal law.

Section 10.6 – Educational Leave

The employing Board shall pay for all registration and other related expenses for employees who are required by the employing Board to attend seminars and/or other classes.

Section 10.7 - Jury Duty

Any employee required to report for jury duty shall receive the difference between his/her full pay and what he/she is paid for said jury duty during the period of time of service.

Section 10.8 - Union Release Time

Two (2) members of the Bargaining unit, as the Union may designate, shall be allowed such reasonable time as required to attend negotiations.

Section 10.9 - Sick Leave Bank

For the purpose of providing additional coverage after exhaustion of individual accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Boards and the Union agree to establish a sick leave bank for each Board.

- (a) Each employee who elects to participate must donate a minimum of two (2) sick days each year into the bank for his/her employing agency. Sick leave donations shall be made on or before October 1 of each year. Donations to the sick leave bank shall be final and irrevocable. Employees who have not donated to the bank in a given school year shall not be eligible for its benefits in that year.
- (b) The bank shall be administered by a committee that will meet when necessary to make a decision on a request to use sick leave from the bank. The committee shall consist of the Superintendent or his/her designee, one representative of the bargaining unit and the School Medical Advisor. Decisions of this committee shall be final and binding and not subject to the grievance process.
- (c) The committee shall use the following criteria in determining an employee's eligibility to draw from the bank:
 - Employee must have completed the probationary period
 - Employee must have used all of his/her accumulated sick leave
 - Employee must submit medical evidence that the leave is necessary due to serious and lengthy illness not covered by workers' compensation.

- (d) No employee may draw more than twenty five (25) sick days in a school year, or more than ninety (90) days in a career, upon request to the Superintendent and prior approval by the sick leave bank committee.
- (e) Each Board shall notify the Union and each steward annually, by November 1, of the total number of accumulated sick days available in the sick leave bank.
- (f) Newly hired employees may elect to donate days upon completion of the probationary period.

ARTICLE 11
VACATION

Section 11.1

Employees shall be given vacation at their base rate on the following basis:

- (a) A twelve-month employee who has completed one (1) year of service shall be entitled to a vacation of ten (10) working days annually, five (5) days of which may be taken after but not before six (6) months of service.
- (b) A twelve-month employee who has completed five (5) years of service shall be entitled to a vacation of three (3) weeks annually.
- (c) Starting with the eleventh year, twelve-month employees will be entitled to one additional vacation day per year to a maximum of twenty (20).
- (d) A twelve-month employee who has completed fifteen (15) years of service shall be entitled to a vacation of four (4) weeks annually.
- (e) Twelve month employees who have completed twenty (20) years of employment shall be entitled to one (1) additional vacation day per year to a maximum of twenty-five (25) days.
- (f) The fiscal year will be used to determine the amount of vacation time. Vacation time shall not accumulate from year to year. Employees may, in writing, request to carry over no more than five (5) days of vacation time into the following fiscal year. Approval or denial of such requests shall be in the sole discretion of the Superintendent or his or her designee. Written requests for such proposed carry over must be made no later than June 15 of each year.
- (g) In order to be approved for vacation leave of greater than two (2) consecutive days, an employee must request vacation leave in writing, at least two (2) weeks in advance. In order to be approved for vacation leave of two (2) days or less, an employee may request vacation leave in writing at least two (2) days in advance.

Section 11.2 Payment for Unused Vacation Time

Upon the death of an employee, pro-rated earned vacation time shall be paid to his/her estate. Upon the retirement of an employee, pro-rated earned vacation time shall be paid to an employee, provided said employee provides the employing Board no less than thirty (30) calendar days written notice of separation.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 12.1

For the purpose of this Agreement, the term "grievance" means a complaint by an employee or the Union that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

Section 12.2

Any such grievance shall be settled in accordance with the following grievance procedure:

- (a) Step-1 - The aggrieved employee (the "grievant") and/or his or her Steward or Representative shall within fifteen (15) working days of the occurrence of the event giving rise to the grievance, take up the grievance matter with his/her immediate supervisor or Principal in an effort to get the grievance resolved immediately.
- (b) Step-2 - If the grievance is not settled in the first step, the grievance will be reduced to writing within ten (10) working days of the conference with the supervisor and submitted to the Superintendent of Schools. The Superintendent will adjust the grievance at once or give an answer to the Union in writing within fifteen (15) working days of receipt of the grievance.
- (c) Step-3 - If the grievance is not settled it may be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration (SBMA). The request for arbitration shall be in writing and must be filed with the SBMA no later than fifteen (15) calendar days after receipt of the written answer at Step 2 above, with a copy of such filing to the Superintendent of Schools. The designated arbitrators shall hear and decide only one grievance at a time. Their awards shall be final and binding. They shall be bound and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

Section 12.3

Failure by the grievant to submit a grievance at Step 1 of the grievance procedure within fifteen (15) working days of the date of the event giving rise to the grievance shall constitute waiver of the grievance. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure of the Boards at any level to respond to the grievance within the specified time limits shall allow the Union to proceed to the next step in the grievance procedure.

Section 12.4

Grievant(s) and a Union officer or steward shall receive necessary time off without loss of pay to attend grievance conferences and hearings held in accordance with the procedures set forth in Steps 1-3 of this Article.

Section 12.5

Copies of all decisions rendered at each level of the grievance procedure shall be provided to the grievant(s) and the Union president.

ARTICLE 13 **DISCIPLINARY ACTION**

Section 13.1

No employee shall be discharged or otherwise disciplined without just cause.

Section 13.2

Disciplinary actions shall normally follow this order:

- (a) verbal warning (reduced to writing and placed into the employee's personnel file)
- (b) written warning
- (c) suspension
- (d) discharge

Certain infractions may require immediate suspension or discharge.

Section 13.3

In the event an employee receives a verbal warning and then receives no additional discipline within two years, the reprimand shall not be used for purposes of progressive discipline. However, the reprimand may be used to rebut an employee's testimony on direct examination by the Union that he/she has no history of discipline.

ARTICLE 14
INSURANCE AND PENSION BENEFITS

Section 14.1

The Employer shall provide each employee and their dependents with the following insurances:

A. CENTURY PREFERRED PPO PLAN

Employees shall have the option of electing to participate in the Century Preferred PPO plan offered by the Board. Effective July 1, 2019, employees shall pay a premium contribution equal to the difference between the PPO annual premium and the cost to the Board of the HSA annual premium (including the Board's cost toward the funding of the HSA annual deductible). The Century Preferred PPO plan shall include the following components:

| | |
|---|---|
| Office Visit Co-payment | \$25 (\$0 for preventive) |
| Specialist Co-payment | \$30 |
| Urgent Care Co-payment | \$75 |
| Emergency Room Co-payment | \$125 |
| Hospitalization Co-payment | \$250 |
| Outpatient Co-payment | \$250 |
| <i>Prescription Coverage:</i> | |
| Retail | \$5/25/40 (for 30-day supply) (Public Sector Option 2) |
| Mail Order | 2x retail co-payment for 90-day supply |
| Annual Maximum | \$2,000 |
| Out of Network Deductible | \$250/500/750 |
| Out of Network Coinsurance | 80% co-insurance after deductible, subject to co-insurance maximum |
| Out of Network Coinsurance Maximum | \$700/1400/2100 |
| Out of Network Out of Pocket Maximum | \$950/1900/2850 |
| Out of Network Lifetime Maximum | \$1,000,000 |

The Century Preferred PPO Plan will include the unmarried dependent child rider to age 26.

The following premium cost sharing provisions shall apply to employees electing the Century Preferred PPO plan during the term of this Agreement:

Effective upon ratification, the employee shall pay 18.5% of coverage under the PPO plan.

Employees may elect to carry insurance upon retirement at group rates at their own expense provided the carrier permits, until reaching Medicare eligibility.

B. HSA Plan

The Boards shall implement a HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

| | In-Network | Out-of-Network |
|---|---|--|
| Annual Deductible (individual/aggregate family) | \$2,000/4,000 | |
| Co-insurance | 100% co-insurance after deductible, subject to co-insurance maximum | 80% co-insurance after deductible, subject to co-insurance maximum |
| Co-insurance Maximum (individual/aggregate family) | \$2,000/4,000 | |
| Cost Share Maximum (individual/aggregate family) | \$4,000/8,000 | |
| Lifetime Maximum | Unlimited | \$1,000,000 |
| Preventive Care | Deductible not applicable 100% Coinsurance | 80% co-insurance after deductible, subject to co-insurance maximum |
| Prescription Drug Coverage | Effective July 1, 2019, treated as any other medical expense, until the applicable deductible is met, and then \$0/\$25/\$40 deductible shall be applied. | |

Effective upon ratification, the employee shall pay 14% of coverage under the HSA plan. Effective July 1, 2019, the employee shall pay 15% of coverage under the HSA plan. Effective July 1, 2020, the employee shall pay 16% of coverage under the HSA plan.

The Boards will contribute fifty percent (50%) of the applicable HSA deductible amount. The Boards' contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Boards' payroll dates. Effective July 1, 2018, the Boards will contribute fifty percent (50%) of the applicable HSA deductible amount in three (3) payments made annually on the Boards' payroll dates, as follows: July (50%), September (25%), and January (25%). The parties acknowledge that the Boards' fifty percent (50%) 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.

Employees may elect to carry insurance upon retirement at group rates at their own expense provided the carrier permits.

Employees enrolled in the HDHP but are not eligible to participate in the HSA plan due to Medicare enrollment or those actively receiving military medical services may continue in the HDHP without any contribution into the HSA by the Boards. However, the HSHP employee premium cost share contribution shall be reduced by the dollar value of what the Boards would have otherwise contributed into the HSA. The employee's premium cost share contribution will not be reduced below \$0.

C. Dental Insurance

Subject to the employee contribution rates applicable to the above-referenced HSA Plan, the Boards shall make available the Full Dental Plan with Rider A (Advanced Basic Benefits).

D. Vision Rider

Subject to the employee contribution rates applicable to the above-referenced HSA Plan, the Boards shall make available the Vision Rider.

E. Section 125 Plan

The Boards will make available to the employees a Section 125 Plan for payment of the following qualified expenses on a pre-tax basis to the extent permitted by law:

- a. Insurance premium contribution;
- b. Dependent care assistance (\$5,000 maximum); and
- c. Supplemental medical expense reimbursement (\$2,500 maximum).

F. Life Insurance

Subject to the employee contribution rates applicable to the above-referenced Century HSA Plan, the Boards shall make available life insurance in the amount of \$50,000.

Section 14.2 - Pension

Each employee shall be a member of the pension plan, as the case may be [Chester, Essex, Deep River, and Regional School District No. 4] and such changes in the terms and conditions shall be negotiated at the local school level pursuant M.E.R.A.

ARTICLE 15
WAGES

Section 15.1

All wage rates effective during the term of this Agreement shall be listed in Appendix A.

- a. All employees shall be paid bi-weekly via direct deposit.
- b. Employees may request earned vacation pay prior to going on vacation if written request is made two weeks before the vacation begins.
- c. All employees shall advance one step July 1st of each year pursuant to Appendix A.

Section 15.2 - Longevity Pay

(a) Secretaries, Nurses, Custodians and Network Technicians shall be paid an annual longevity payment, in a lump sum, on the first pay period in December of each year, in accordance with the following schedule:

Effective July 1, 2012, the following scheduled will be in effect:

| | | |
|-----------------------------------|---|----------|
| After 10 years of full employment | - | \$475.00 |
| After 15 years of full employment | - | \$550.00 |
| After 20 years of full employment | - | \$600.00 |

Section 15.3 Transportation Allowance

Any employee required to use his/her own personal vehicle for school business shall be paid a transportation allowance of the current IRS rate per mile for each mile driven for such school business.

Section 15.4 - Higher Classification

Secretaries temporarily required to work in a higher classification for more than two (2) consecutive days, shall be paid at the top step of their classification on the salary schedule for the remainder for the period of time that they are required to work in the higher classification.

Section 15.5 - Shift Differential

2nd Shift (Custodian) .50

| | |
|--|-----|
| Day Custodian doing Normal Repairs and Maintenance of School Facilities | .90 |
| Lead Man (Essex) | .90 |

Section 15.6 - Stipends

| | |
|----------------------------------|----------------|
| <i>Pre-K Special Needs Nurse</i> | \$1,000.00/p.y |
| <i>Principal's Secretary</i> | \$1,000.00/p.y |

ARTICLE 16
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 portion of this Agreement shall not be affected thereby, it being the intention of the parties 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 it would have severally approved of and adopted the provisions contained herein, separately and apart from the others.

ARTICLE 17
NO STRIKE – NO LOCKOUT

The Boards and the employees agree that there shall be no strikes or lockouts during the life of this Agreement.

ARTICLE 18
DURATION

Section 18.1

This Agreement shall take effect July 1, 2018 and remain in full force and effect until June 30, 2021. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

Either party wishing to extend, amend or modify such contract must notify the other party in writing not less than one hundred and twenty (120) days prior to such expiration date.

Section 18.2

Any additional Agreement's reached during the term of this Agreement shall be reduced to writing and be signed by the Boards, Staff Representative, and President of the Local thereafter to be incorporated by reference into this Agreement, where applicable.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this 9th day of October, 2018

Robertta Price
COUNCIL 4 STAFF REPRESENTATIVE
AFSCME, COUNCIL # 4 AFL-CIO

Kimberly A. Johns
PRESIDENT AFSCME LOCAL 1303-421

Judy Johnson
AFSCME LOCAL 1303-421
NEGOTIATING TEAM MEMBER

Peter Wz
AFSCME Local 1303-421
NEGOTIATING TEAM MEMBER

AFSCME Local 1303-421
NEGOTIATING TEAM MEMBER

David J. Stephens
Chester Board of Education

Paule
Deep River Board of Education

[Signature]
Essex Board of Education

Frankie McClock MD
Region 4 Board of Education

Queen L. [Signature]
Superintendent of Schools

APPENDIX A – WAGES

| July 1, 2018 - 2.5% | | | | |
|---------------------|-------------|----------|------------|---------------|
| Step | Secretaries | Nurses | Custodians | Network Techs |
| 1 | \$22.22 | \$41,507 | \$21.25 | \$24.15 |
| 2 | \$22.71 | \$43,638 | \$21.96 | \$24.68 |
| 3 | \$23.25 | \$45,749 | \$22.86 | \$25.27 |
| 4 | \$23.71 | \$47,887 | \$23.62 | \$26.15 |
| 5 | \$24.22 | \$50,003 | \$24.53 | \$27.09 |
| 6 | \$24.76 | | \$25.67 | \$27.99 |
| 7 | \$25.14 | | | |
| 8 | \$25.60 | | | |
| 9 | \$26.04 | | | |

| July 1, 2019 - 2.5% | | | | |
|---------------------|-------------|----------|------------|---------------|
| Step | Secretaries | Nurses | Custodians | Network Techs |
| 1 | \$22.78 | \$42,545 | \$21.78 | \$24.75 |
| 2 | \$23.28 | \$44,729 | \$22.51 | \$25.30 |
| 3 | \$23.83 | \$46,893 | \$23.43 | \$25.90 |
| 4 | \$24.30 | \$49,084 | \$24.21 | \$26.80 |
| 5 | \$24.83 | \$51,253 | \$25.14 | \$27.77 |
| 6 | \$25.38 | | \$26.31 | \$28.69 |
| 7 | \$25.77 | | | |
| 8 | \$26.24 | | | |
| 9 | \$26.69 | | | |

| July 1, 2020 - 2.5% | | | | |
|---------------------|-------------|----------|------------|---------------|
| Step | Secretaries | Nurses | Custodians | Network Techs |
| 1 | \$23.35 | \$43,608 | \$22.32 | \$25.37 |
| 2 | \$23.86 | \$45,847 | \$23.07 | \$25.93 |
| 3 | \$24.43 | \$48,065 | \$24.02 | \$26.55 |
| 4 | \$24.91 | \$50,311 | \$24.82 | \$27.47 |
| 5 | \$25.45 | \$52,534 | \$25.77 | \$28.46 |
| 6 | \$26.01 | | \$26.97 | \$29.41 |
| 7 | \$26.41 | | | |
| 8 | \$26.90 | | | |
| 9 | \$27.36 | | | |

