

AGREEMENT

Between

THE CANTON BOARD OF EDUCATION

And

LOCAL 1303-304 OF COUNCIL 4

AFSCME, AFL-CIO

(School Secretaries)

JULY 1, 2016 THROUGH JUNE 30, 2019

## TABLE OF CONTENTS

Preamble .....	1
Management Rights .....	1
Article I – Recognition .....	1
Article II – Union Security .....	2
Article III – Non-Discrimination .....	3
Article IV – Hours of Work, Overtime and Holiday Pay .....	3
Article V – Seniority .....	5
Article VI – Vacancy .....	6
Article VII – Layoff and Recall .....	6
Article VIII – Personnel Records .....	7
Article IX – Leave Provisions .....	7
Article X – Grievance Procedure .....	10
Article XI – Holidays .....	13
Article XII – Vacation .....	14
Article XIII – Insurance .....	15
Article XIV – Pension .....	19
Article XV – Safety and Health .....	19
Article XVI – Wages .....	19
Article XVII – Discipline .....	19
Article XVIII – Savings Clause .....	20
Article XIX – Miscellaneous .....	21
Article XX – No Strikes/No Lockouts .....	21
Article XXI – Duration .....	21
Appendix A – Wage Schedule .....	22

## **PREAMBLE**

### Section 0.0

This Agreement, entered into by and between the Town of Canton, Board of Education, State of Connecticut, hereinafter referred to as the BOARD, and Local 1303-304 of Council 4, AFSCME, hereinafter referred to as the UNION, effective as of July 1, 2013, has as its purpose the promotion of harmonious relations between the BOARD and the UNION; the establishment of an equitable and peaceful procedure for the resolution of differences; more effective service of the public interest; and establishment of pay and working conditions of employment Statutes as provided for by the General Statutes of the State of Connecticut.

## **MANAGEMENT RIGHTS**

### Section 0.1

The sole and exclusive rights and authority of the BOARD shall include, but are not limited to, its rights and authority to establish or continue its practices, policies, rules, regulations and procedures and, from time to time, change or abolish such policies, practices, rules, regulations and procedures; to discontinue processes or operations or to discontinue their performance by employees of the BOARD; to determine the numbers and types of employees required; to assign work to such employees in accordance with the needs and requirements determined by the BOARD; to establish and change work schedules and assignments; to transfer, evaluate, promote or demote, lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to establish and enforce rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees; and, to take such measures as the BOARD may determine to be necessary for the orderly operation of the Canton Public School System. The management rights set forth above shall not reduce any rights of employees or the UNION which are specifically set forth in this Agreement. The BOARD agrees not to exercise its management rights in a capricious or arbitrary manner.

## **ARTICLE I - RECOGNITION**

### Section 1.1

The BOARD recognizes Local 1303-304 of Council 4, AFSCME, AFL-CIO as the exclusive bargaining agent for all school clerical and secretarial employees excluding Central Office staff.

## ARTICLE II - UNION SECURITY

### Section 2.1

During the terms of this contract or extension thereof, all employees in the bargaining unit shall, from the effective date of the contract or within thirty (30) days from the date of their employment by the BOARD, as a condition of employment, either become or remain members of the UNION in good standing or, in lieu of UNION membership, pay to the UNION a service fee which amount shall not exceed the applicable dues required of the members.

### Section 2.2

The BOARD agrees to deduct from the pay of those bargaining unit members, who authorize such deduction in writing, such membership dues, service fees and reinstatement of service fees as may be fixed by the UNION. Such deductions shall continue for the duration of the agreement or any extension thereof.

### Section 2.3

The UNION shall supply to the BOARD written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the UNION shall furnish the BOARD with a statement signed by the employees authorizing the BOARD to make dues deduction(s).

### Section 2.4

The deduction of UNION dues or service fees for the months from September through June (20 deductions per year) shall be made during the applicable month and shall be remitted to Connecticut Council 4, AFSCME, not later than the third Thursday of the following month. The monthly dues and/or service fee remittances to the UNION will be accompanied by the list of names of employees from whose wages dues deductions have been made.

### Section 2.5

No dues or fees will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting workers' compensation.

### Section 2.6

The UNION agrees to indemnify and to hold and save the BOARD harmless against any and all claims, damages, suits that shall or may arise out of or by reason of any action taken by the BOARD for the purpose of complying with the provisions of this Article.

### Section 2.7

The BOARD shall make a copy of the contract available to all employees (including new employees) electronically.

### Section 2.8

The BOARD shall provide the Local 1303-304 of Council 4, AFSCME, AFL-CIO office with three (3) originally signed contracts after signing of this Agreement.

## **ARTICLE III - NON-DISCRIMINATION**

### Section 3.1

All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, sex, sexual orientation, gender identity or expression, national origin, genetic information, age, disability, or political or labor affiliation.

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

### Section 4.1 - Hours of Work

- a. The normal work schedule for full-time employees shall be seven (7) hours per day, totaling thirty-five (35) hours per week, seven and one-half (7.5) hours per day, totaling thirty-seven and one-half (37.5) hours per week, or eight (8) hours per day, totaling forty (40) hours per week, based upon the requirements of the job as determined by the Board. School year employees are not scheduled to work during school vacations; however situations may arise where such an employee is requested to work during school vacation. On occasion, the workload may require an employee to remain at work beyond the end of the regular workday or to work additional days, in which case the overtime provisions set forth in Section 4.4 shall apply.
- b. On early release days for students, all employees shall work their normal daily hours of work. In the event of early release due to inclement weather, employees will be released, with pay, one (1) hour after the last student has departed based on actual weather conditions.

Unless specifically directed by the Superintendent or his/her designee, secretaries will report to work at their normal time on days when school is closed or opening late due to inclement weather.

On the day before Thanksgiving, all full-time employees shall work their building's early release day schedule. On December 24<sup>th</sup>, all full-time twelve-month employees will work half (1/2) of their normal daily hours of work and be paid for a full day. Any

release of part-time employees on either of these two days shall be at the discretion of the building administrator.

- c. The term "part-time employee" shall be defined to mean those employees who are regularly scheduled to work less than thirty-five (35) hours per week. Those part time employees who are hired to work less than twenty (20) hours per week shall not be entitled to any benefits set forth in this agreement. With the exception of the part-time employee on the payroll as of 7/1/09, whose fringe benefit eligibility and method of calculation shall be grandfathered, those part-time employees who are hired to work twenty (20) hours or more per week shall not be eligible for vacation or personal days, but shall be eligible for paid holidays and sick time on a pro-rated basis, based on the number of hours they are regularly scheduled to work per day.

#### Section 4.2

Full time shall be defined as working a minimum of thirty-five (35) hours per week.

#### Section 4.3

The work year for ten-month employees shall be the length of the student school year plus five (5) days before the first teacher workday and, in schools with two (2) or more twelve (12) month employees, five (5) days after the last student day, but no later than June 30<sup>th</sup>. In schools with fewer than two (2) twelve (12) month employees, the work year may be extended up to ten (10) days after the last student day, but no later than June 30<sup>th</sup>.

#### Section 4.4 – Overtime

- a. Time and one-half shall be paid for all work performed in excess of forty (40) hours per week.
- b. Straight time will be paid up to and including forty (40) hours.

#### Section 4.5 - Payment of Salary

All employees shall be paid on a bi-weekly basis, by direct deposit.

#### Section 4.6 - Summer Hours

The Superintendent or designee may modify employees' work schedules to provide for shortened days on Fridays, with the same total number of hours in the regular work week for each employee. The Superintendent will provide as much notice as possible regarding a change in hours during the summer.

## ARTICLE V - SENIORITY

### Section 5.1

The BOARD shall prepare a list of all employees covered by this Agreement, showing their seniority and length of service with the BOARD, and deliver the same to the UNION Chairman on October 1 of each year.

### Section 5.2

No employee shall attain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the BOARD for a period of ninety (90) calendar days. During the probationary period, the employee may be terminated and will have no recourse to the grievance and arbitration clause of this Agreement. An employee who does not successfully complete his/her first ninety (90) days shall be entitled to a conference with the Superintendent or his/her designee to discuss reasons for such failure. Upon completion of this period, the name of the new employee shall be added to the seniority list, with seniority commencing on the date of his/her employment.

### Section 5.3

Seniority shall be defined as an employee's continuous service with the BOARD within the bargaining unit from date of last hire, including all authorized paid leave and/or leave under the federal Family and Medical Leave Act, providing the employee returns to work immediately at the conclusion of such leave. A ten (10) month work year will be counted the same as a twelve (12) month work year for purposes of seniority.

### Section 5.4

Seniority will not be broken by any authorized unpaid leave. Leave will not exceed one (1) year. Seniority will not accrue during periods of authorized unpaid leave and will resume upon return to work if within the authorized leave period. Seniority will continue to accrue while an employee is receiving Workers' Compensation benefits.

### Section 5.5

If an employee in good standing voluntarily resigns from employment and is rehired within six (6) months, the employee will be given seniority credit and length of service credit for the period of employment prior to resignation, for all purposes under the contract. If an employee in good standing is laid off and is recalled within the recall period set forth in the contract, the employee will be given seniority credit and length of service credit for the period of employment prior to the layoff, for all purposes under the contract.

## **ARTICLE VI - VACANCY**

### **Section 6.1**

Job vacancy is defined as an opening the BOARD chooses to fill created by a death, retirement, resignation, dismissal or new position in the classifications listed in the salary schedule.

### **Section 6.2**

Job postings shall be provided to all employees by email at the beginning of the posting period, which shall not be less than five (5) work days. The BOARD will not advertise vacancies externally until the expiration of the five-day internal posting period. Nothing contained herein shall preclude the BOARD from seeking applicants from the outside for the position.

### **Section 6.3**

Employees desiring to bid on a job or apply for a transfer to a vacancy shall file an application in writing within the time limit set forth in the electronic posting.

Employees who meet the minimum qualifications for a job and who file an application for promotion, transfer, and/or vacancy, will be interviewed.

The Board reserves the right to select the most qualified applicant for any vacancy or new position. In the event that the qualifications of the most qualified of the internal and external applicants are relatively equal, the most senior employee shall be awarded the position.

## **ARTICLE VII - LAYOFF AND RECALL**

### **Section 7.1**

Whenever the BOARD determines that a reduction in force is necessary, the reduction shall be made in the following order, provided that the remaining employees are immediately qualified to do the work that remains:

1. Temporary employees;
2. Probationary employees;
3. Employees within the affected classification having the least seniority in the bargaining unit.

### **Section 7.2**

A laid off individual's name shall be placed on a recall list for a period of eighteen (18) months subject to recall in order of seniority within the affected classification (from highest to lowest), provided the employee to be recalled can immediately perform the required work.

When a position becomes available and there are laid off employees with recall rights who are immediately qualified to perform the work, the BOARD will notify the individual by certified mail.

An individual who declines an offer of re-employment shall forfeit recall rights and lose all seniority. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be deemed to be a refusal to accept re-employment.

Returning individuals must return to work within ten (10) workdays from the date of acceptance. The failure to return to work within this ten (10) day period shall be deemed a refusal to accept employment.

## **ARTICLE VIII - PERSONNEL RECORDS**

### **Section 8.1**

An employee covered hereunder shall, on his/her request and by making an appointment with the Business Manager, be permitted to examine and copy any and all materials in his/her personnel file. The UNION may have access to any employee's records upon presentation of written authorization by said employee. An employee shall have the right to file a rebuttal/statement to any material in his/her personnel file. Such rebuttal/statement shall be attached to the material to which it pertains.

### **Section 8.2**

The BOARD agrees to continue treating these personnel files housed in the Central Office in accordance with its current policy.

## **ARTICLE IX - LEAVE PROVISIONS**

### **Section 9.1**

All twelve (12) month employees shall earn sick leave with full pay of one and one quarter (1-1/4) days per month to a maximum of fifteen (15) days per year, with an accumulation of 180 days of unused sick leave. All ten (10) month employees shall earn sick leave with full pay of one (1) day per month, September - June, to a maximum of ten (10) days per year, with an accumulation of 120 days of unused sick leave. An employee who reaches his/her sick leave accumulation maximum will have that time set aside. Future accrued time may be used in the current year but will not be accrued past the maximum.

Each employee shall be notified of his/her accumulated sick leave in August of each fiscal year. Sick leave may be used only for personal illness or injury, with the exception of sick leave permitted to be used for family illness under Section 9.4 of this Agreement.

At the end of each fiscal year, employees may elect to sell back to the Board up to ten (10) sick days that were accrued and unused in that fiscal year at the rate of \$50.00 per day. (The Board agreed to this for full-time employees but will pro-rate the amount for part-time employees who work less than a 7 hour day.)

Upon an employee's retirement, the Board shall pay the employee for up to ten (10) days of accumulated sick leave at the rate of pay in effect at the time of the employee's retirement.

#### Section 9.2 - Other Personal Absence

All twelve (12) month employees shall receive a total of four (4) personal days per year and all ten (10) month employees shall receive three (3) personal days per year upon the approval of the Superintendent of Schools or his/her designee with the following guidelines:

- a. Days may be used for, but are not limited to, marriage, deaths, legal requirements, religious holidays.
- b. Employees will request Personal Leave days in writing to their immediate supervisor no less than two (2) days in advance except in the case of emergency.

#### Section 9.3 - Bereavement Leave

Employees shall receive three (3) consecutive days off with pay, if scheduled to work, from the date of death or encompassing the day of funeral services in the event of the death of a member of the employee's immediate family (spouse, child, parent, sibling, grandparent or grandchild, step-child, step-parent, parent-in-law, sibling-in-law).

In the event of out-of-state funerals, up to five (5) sick days may be used with approval of the Superintendent or designee. The Superintendent or designee may grant time off to attend memorial services or similar events that are not contiguous with the date of death in the immediate family and for which employees may use vacation or personal time if they wish to be paid.

#### Section 9.4 - Family Sick Leave

- a. An employee may use four (4) days of the employee's accrued annual sick days for illness of the employee's child, spouse, parent, step-child, step-parent, or parent-in-law.
- b. Family Leave shall be granted to all eligible employees in accordance with all federal and/or state laws and BOARD policy. Before an employee receives unpaid Family Medical Leave, he/she shall first utilize all appropriate paid leave provided by the BOARD for the particular circumstances for which the employee is seeking leave. Any paid leave utilized by an employee for purposes under this section shall be counted as part of the twelve (12) week Family Medical Leave allotment.

### Section 9.5

Workers' Compensation, as distinguished from sick leave, shall mean 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.

The Board of Education covers all employees with Workers' Compensation insurance which pays an eligible employee a percentage of his/her earnings during the period of absence.

### Section 9.6

Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty on or before 1:00 p.m. shall return to work unless the Superintendent or designee authorizes otherwise.

### Section 9.7

An employee who is disabled and unable to work may use accumulated sick leave to cover the period of disability. The Superintendent may require, at regular intervals, written certification of continued disability from the employee's physician or the BOARD's physician at the BOARD's discretion and the BOARD's expense.

### Section 9.8

Once any such leave is exhausted, the BOARD, at its discretion, may grant an employee's request for unpaid leave of absence. Except in the case of an emergency, a request for unpaid leave must be made in writing and submitted to the BOARD at least two (2) weeks prior to the time such leave is to commence. Such leave shall not exceed six (6) months unless there are extraordinary circumstances. During said leave, if granted and if medically related, the Superintendent may require written certification of disability per the provisions of Section 9.5 above. Upon exhaustion of unpaid leave, the employee will return to work to a position that is available.

### Section 9.9

The three (3) members of the UNION Negotiating Committee shall be granted leave from duty with full pay for all meetings between the BOARD and the UNION for the purpose of negotiating the terms of the Agreement when such meetings take place at a time during which such members are scheduled to be on duty. Nothing contained herein shall be construed to require the BOARD to schedule contract negotiations during working hours.

### Section 9.10 - Maternity Disability Leave

The BOARD will comply with the provisions of the Fair Employment Practices Act as set forth in Sec. 46a-60 of the Connecticut General Statutes.

### Section 9.11 - Job Status Transition

When an employee transitions from a 10-month to a 12-month position or vice-versa, the employee may lose or gain in the number of sick, personal, or vacation days he/she can accrue. During the fiscal year in which the transition occurs, the number of sick, personal and vacation days shall be pro-rated, based on the number of months the employee works in a 10-month position and in a 12-month position.

Allowances for subsequent fiscal years will follow the procedures for either 10-month or 12-month employees, as appropriate.

## **ARTICLE X - GRIEVANCE PROCEDURE**

### Section 10.1 - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding misapplication and misinterpretation of the contract agreement.

### Section 10.2 - Definitions

- a. A grievance shall mean a complaint by an employee or a group of employees that his/her/their rights under the specific language of this Agreement have been violated, or there is a misinterpretation or misapplication of the specific provisions of this Agreement.
- b. Days shall mean business days on which the Board's central office is open.

### Section 10.3 - Time Limits

- a. If a grievance in writing is not filed within fifteen (15) working days after the grievant first knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- b. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the UNION and BOARD or its designee, provided that if a grievance is not submitted to a higher step in the following procedure, it shall be deemed settled on the basis of the answer in the last step considered.
- c. Failure by the administrator or the Board of Education to render a decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

### Section 10.4 - Level One - School Principal/Immediate Supervisor

- a. If an employee feels that he/she may have a grievance, he/she and/or his/her UNION steward or UNION representative may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

- b. If the employee is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the principal or other appropriate administrator. The principal shall, within five (5) days of that filing of the grievance in writing give a written answer, with a copy to the UNION.

#### Section 10.5 - Level Two - Business Manager

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, file his/her written grievance with the Business Manager/ Superintendent.
- b. The Business Manager/Superintendent shall, within five (5) days after receipt of the referral, meet with grievant and a representative of the UNION for the purpose of resolving the grievance.
- c. The Business Manager/Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the UNION.

#### Section 10.6 - Level Three - Board of Education

If no agreement is reached with the decision rendered by the Business Manager/Superintendent, the employee through his/her representative may submit the grievance in writing within five (5) working days to the Board of Education. Within twenty (20) working days after receiving such grievance, the Board of Education or a committee of the Board shall render its decision in writing to the aggrieved employee and his/her representative.

#### Section 10.7 - Level Four - Arbitration

- a. If the grievance is not resolved to the UNION's satisfaction at Level Three, the UNION may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Three answer by filing written notice with the Board regarding the Union's intent to submit the grievance to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought.

The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.

In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay the arbitrator's per diem fees and the filing fees.

- b. 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, except as otherwise provided by law.
- c. The arbitrator will hear only one grievance at a time. This provision will not prevent the arbitrator from hearing a class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.
- d. The cost of arbitration shall be borne equally by the parties.

Section 10.8

A grievance may be initiated at the level where the incident, giving rise to the grievance, first occurred. A class action grievance shall be submitted by the UNION at the Business Manager's level.

**ARTICLE XI - HOLIDAYS**

Section 11.1

- a. The following days shall be designated as paid holidays for twelve (12) month full time employees:

Independence Day	Christmas Day
Labor Day	Day after Christmas
Columbus Day	New Years Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving Day	Good Friday
	Memorial Day

- b. The following days shall be designated as paid holidays for ten (10) month employees working a minimum of thirty (30) hours per week:

Labor Day (if school is in session)	Christmas Day
Columbus Day	New Years Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving Day	Good Friday
	Memorial Day

- c. If school is held on any of the above holidays, the employee shall be given a floater in lieu of such holiday. The floater shall be taken as a full day and shall be scheduled by mutual agreement with the supervisor.

If school is not in session on a holiday not listed above (e.g. Yom Kippur) employees shall have the following options:

1. They can use a personal day or a vacation day.
2. They can use the floater option outlined above.
3. They can work that day.

#### Section 11.2

State Statute shall be used to determine the day the holiday falls on.

#### Section 11.3

Whenever the school calendar requires that a school day fall on one of the listed paid holidays, employees will work their normal schedule and be given a compensatory floating vacation day to be taken at a time agreed upon by the employee and their supervisor. This date should be requested 2 weeks in advance. Payment for hours worked will be at the regular rate of pay.

#### Section 11.4

Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate and his/her sick leave shall not be charged for that holiday.

#### Section 11.5

If a holiday falls during an employee's vacation, he/she will not be charged for the vacation day.

#### Section 11.6

Any employee required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or national day of mourning shall be allowed a substitute day off with compensation on a date mutually acceptable to the employee and the BOARD. Compensatory day will be paid at straight time rate.

## **ARTICLE XII - VACATION**

#### Section 12.1

All full time twelve (12) month employees\* covered under the terms of the Agreement shall annually be entitled to paid vacation as follows:

- |    |   |  |
|----|---|--|
| a. | Six (6) months of service<br>but less than one (1) year:      | five (5) working days.   |
| b. | One (1) year of service<br>but less than five (5) years:      | ten (10) working days.   |
| c. | Five (5) years of service<br>but less than ten (10) years:    | fifteen (15) working days.   |
| d. | Ten (10) years of service<br>but less than twenty (20) years: | twenty (20) working days.  |
| e. | Twenty (20) years of service and over:                        | add one (1) working day per<br>year up to a maximum of<br>twenty-five (25) working days. |

\*Provided the 10-month employee in the Guidance Office secretarial position continues to work additional hours during the summer months, said employee shall be granted one (1) week of paid vacation to be scheduled in accordance with the provisions of this Article.

Section 12.2

Full vacations are expected to be taken each year. The maximum vacation time which an employee can carry over from June 30 to July 1 of each year is five (5) days which must be taken during the year into which the carry over is made. Whenever possible, vacations should be taken during school vacation periods, provided that vacation may be taken at other times of the year with the approval of the Superintendent or designee.

Section 12.3

Each employee shall receive approval from his/her building principal as to particular days to be taken for vacation.

Section 12.4

An employee may take vacation time in increments of not less than one-half (1/2) day increments, provided employee's supervisor has been given at least 72 hours prior notice and agrees.

Section 12.5

The employee's anniversary date of hire with the BOARD will be used to determine the amount of vacation time earned and available as of that date, and he/she shall be paid at the current straight time rate of pay.

### Section 12.6

Seniority will govern in the case of conflicts between employees' selections. Requests for vacations must be submitted by April 1st. Requests after that date no longer have the prerogative of seniority prevailing.

### Section 12.7

Subject to Section 12.9 below, earned but unused vacation shall be paid to an employee in the event he/she voluntarily terminates his/her services with the BOARD, providing the employee gives the Superintendent or his/her designee at least two (2) weeks advance written notice of his/her desire to terminate. In the event of an emergency termination, this period can be shortened to meet the specific situation through mutual agreement. Failure to provide such notice will result in forfeiture of payment for unused vacation.

### Section 12.8

Upon the approval of the Superintendent, if an employee suffers a serious illness or injury while on vacation he/she shall not be charged for a vacation during the time he/she is sick; such time will be charged as sick time if the illness can be substantiated by a doctor's certificate.

### Section 12.9

In the event of an employee's retirement, death, resignation or layoff in good standing the employee or his/her estate, whichever the case may be, shall be paid for his/her earned but unused vacation on a pro-rated basis. The amount of vacation earned shall be calculated by determining the vacation for which the employee would have been eligible as of the preceding July 1st, multiplied by the fraction of the fiscal year that the employee was employed by the BOARD. Vacation already taken will be deducted from the vacation earned. Employees who have taken vacation in excess of that earned are responsible for repayment to the BOARD.

## ARTICLE XIII – INSURANCE

### Section 13.1

The Board of Education shall provide the following program of insurance, or its equivalent, for employees working thirty (30) or more hours per week. Employees electing to participate in the medical insurance programs shall contribute yearly toward the BOARD's insurance premiums as set forth below:

- a. **For the 2016-17 Contract Year Only: Co-pay PPO Plan and Prescription Drug Rider** – A full-service medical/surgical plan utilizing a preferred provider organization with full managed care, with a level of benefits more fully described in the insurance plan documents. Co-payments apply when services are rendered within the network providers. Deductibles and co-insurance apply when services are rendered outside of the network.

The elements of the Co-pay PPO plan and prescription drug rider shall be as follows:

	<b>2016-17</b>
Office Visit	\$25
Inpatient Admission	\$225
Outpatient Surgery	\$150
Emergency Room	\$150
Urgent Care	\$100
High Cost Diagnostic	\$75 (\$375 max per member per year)
<i>Out-of-Network:</i>	
Deductible	\$500/1000/1500
Co-insurance	80/20%
Co-insurance Max	\$1500/3000/4500
Out-of-Pocket Max	\$2000/4000/6000
<i>Prescription Drug Coverage:</i>	
Rx Co-pay	\$10/25/40
Mail Order Co-pay	2x
RX Maximum	\$5,000
Number of Days in Supply	30/90
RX Edits	Full Managed Edits

The Co-pay PPO plan shall be eliminated, effective June 30, 2017.

- b. Effective July 1, 2017, the High Deductible Health Plan/Health Savings Account (“HSA Plan”) described below shall be the exclusive health insurance plan.

The HSA plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for non-probationary, regular full-time employees. For each contract year, the entire Board contribution toward the deductible will be deposited into the HSA accounts in July. The parties acknowledge that the Board's contribution toward the funding of the deductible plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit personnel. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If an employee and the employee's spouse (as applicable) fulfill all applicable requirements of the wellness program for a plan year, the Board will contribute an additional five percent (5%) of the applicable deductible under the HSA plan into the employee's HSA for the following year.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

- c. Dental Plan - Full service dental coverage for initial and routine oral exams and prophylaxis, X-rays, denture relining and repair, routine fillings, simple extractions, and endodontic within coverage limits. Board will provide Dental Rider A to employee.
- d. Group Life Insurance - life insurance in the amount of one times (1x) the employee's annual salary (double indemnity for accidental death).

The employee shall pay the following portions of the costs for the health and dental insurance:

	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018
Co-pay PPO Plan	19%	N/A	N/A
H.S.A. Plan	16%	16.5%	17.5%
Dental	19%	20%	21%

The Board of Education shall offer a "full flex" Section 125 pre-tax premium-conversion account to all employees for the purpose of allowing employees to meet their insurance premium contribution and to cover medical expenses and dependent care. The BOARD shall pay the set-up fee for such account and employees shall pay the monthly service fee.

### Section 13.2

All references in the Agreement to types of benefits are solely for the purpose of description and identification and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

The BOARD shall have the right to change medical and group insurance carriers provided that the coverage is equal to or superior to the present coverage and there is no increase to the employee's contribution. Before said changes are made, the BOARD will meet with the UNION to discuss the changes.

The following employees who retire from Canton with at least ten (10) years of service, who are age fifty-five (55) or older, shall be entitled to have access to the same medical insurance plan as active employees for the individual and spouse covered under the plan at the time of retirement, at group rates, at his/her own expense until Medicare eligibility. At Medicare eligibility the retiree shall be eligible for Medicare supplement insurance offered by the BOARD, for the individual and spouse covered under the plan at the time of retirement, at group rates, at his/her own expense:

Roxy Ann Austin  
Anna Mae Beman  
Lorene R. Chellgren  
Lorie Carlson  
Lisa C. Davidson  
Linda M. Driggs \*\*  
Janet C. Kochanowski  
Pamela Lentz  
Carol S. Mutch \*\*  
BettyRae Richardson  
Anita M. Sears \*\*

\*\* Are currently retired employees paying 100% of the premium.

### Section 13.3

If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance

coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

#### **ARTICLE XIV - PENSION**

##### Section 14.1

Bargaining unit employees shall receive the benefits and conditions of the Town of Canton Retirement Plan at the contribution rate set by the plan. The current rate is set at 6% of salary.

##### Section 14.2

The BOARD will permit and will allow payroll deduction for the employees who choose to maintain a Tax Deferred (403b) Account.

#### **ARTICLE XV - SAFETY AND HEALTH**

##### Section 15.1

The employee and the BOARD shall comply with all federal, state and local health and safety codes, laws and regulations.

#### **ARTICLE XVI - WAGES**

##### Section 16.1

Wages to be paid during the life of this agreement shall be set forth in Appendix A of this Agreement.

#### **ARTICLE XVII - DISCIPLINE**

##### Section 17.1

All disciplinary actions, suspensions and discharges must be for just cause, must be stated in writing (except for verbal reprimands) with reason given and a copy of all written disciplinary actions given to the employee and the UNION President at the time of the disciplinary action, suspension or discharge.

##### Section 17.2

Normally, administration of discipline shall be as follows:

First Offense	Verbal Warning
Second Offense	Written Warning
Third Offense	Suspension
Fourth Offense	Termination

Any of the above steps may be omitted depending upon the severity of the discipline required. All disciplinary actions shall be applied in a fair and equitable manner and shall be consistent with the infractions for which disciplinary action is being applied.

### Section 17.3

The Board of Education shall, as soon as practical, notify the UNION in writing of any discharge or dismissal, and the reason or reasons for such action.

## **ARTICLE XVIII - SAVINGS CLAUSE**

### Section 18.1

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected hereby, it 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 it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause and phrase.

## **ARTICLE XIX - MISCELLANEOUS**

### Section 19.1 - Cars

Personal vehicles will not be used for school business except when authorized by the Superintendent or Principal; reimbursement will be paid at the IRS rate in effect, per mile.

### Section 19.2 - First Aid

In accordance with Connecticut General Statutes 10-212a, school secretaries will not be required to administer first aid or medication.

### Section 19.3 - Liability

Secretaries will not be required to drive students home.

Section 19.4

The Board of Education shall provide the UNION with space on an existing bulletin board located in the designated areas for the posting of notices concerning UNION business and activity.

Section 19.5

All memoranda or agreements associated with prior contracts that have not been incorporated into this document shall be considered void by the parties.

**ARTICLE XX - NO STRIKES/NO LOCKOUTS**

Section 20.1

During the term of this Agreement, the UNION shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations. The BOARD agrees it will not lock out employees during the term of this Agreement.

**ARTICLE XXI - DURATION**

Section 21.1

This Agreement shall be effective and retroactive to the first day of July 2016, and remain in full force and effect until the thirtieth (30th) day of June 2019. This Agreement shall remain in full force and be effective during the period of negotiations.

Section 21.2

Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior to January 1, 2019.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of

FOR THE CANTON  
BOARD OF EDUCATION

FOR LOCAL 1303-304 OF COUNCIL 4  
AFSCME, AFL-CIO

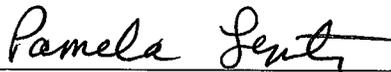


Kevin D. Case  
Superintendent

*August 24, 2017*



Lisa Davidson, Co-President, Local 1303-304



Pamela Lentz, Co-President, Local 1303-304

**APPENDIX A**

**WAGE SCHEDULE**

<b><u>Classification</u></b>	<b><u>July 1, 2016</u></b>	<b><u>July 1, 2017</u></b>	<b><u>July 1, 2018</u></b>
<b>Clerk/Typist/Receptionist</b>	\$18.91	\$19.38	\$19.86
<b>Secretary</b>			
Regular Rate	\$23.04	\$23.62	\$24.21
After completion of 3 consecutive years of service	\$23.98	\$24.58	\$25.19
After completion of 5 consecutive years of service	\$24.91	\$25.53	\$26.17
<b>Administrative Assistant</b>	\$28.02	\$28.72	\$29.44