

**AGREEMENT**

**between**

**COLUMBIA BOARD OF EDUCATION**

**and**

**COLUMBIA NON-CERTIFIED EMPLOYEES  
AFSCME, COUNCIL #4, LOCAL 1303-377**

**2018-2021**

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## **PREAMBLE**

The Agreement is entered into by and between the Columbia Board of Education (hereinafter referred to as the "Board") and AFSCME Council #4, Local 1303-377 (hereinafter referred to as the "Union"), representing the Columbia non-certified employees bargaining unit.

## **ARTICLE I RECOGNITION**

The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for all non-certified employees, working twenty hours of work or more, in the classification of Nurse Coordinator, School Nurse, Facilities Technicians, Secretary, and Paraprofessional, excluding the Administrative Secretary to the Superintendent, and the Facilities Manager, and all others excluded by the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467 et seq. (the "Act").

## **ARTICLE II BOARD PREROGATIVES**

### Section 2.0

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.

- d. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f. To establish contracts or subcontracts for, or to otherwise reassign, any of the Board's operations currently being performed by bargaining unit members, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. The Board shall also have the right to supplement the bargaining unit workforce with contractors and other non-bargaining unit members to accomplish tasks performed by members of the bargaining unit.
- g. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to discipline employees for just cause.
- h. To create job specifications and revise existing job specifications as deemed necessary.
- i. Except as limited by the express terms of this Agreement, to determine work schedules of employees.

#### Section 2.1

The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

### **ARTICLE III VACANCIES**

#### Section 3.0

A job vacancy is defined as an opening or new position within the bargaining unit.

### Section 3.1

The decision to fill a vacancy, and the manner of filling vacancies, shall be solely within the discretion and control of the Board, except as otherwise provided by the specific provisions of this Agreement.

### Section 3.2

All job vacancies shall be posted in the school and at the office of the Board of Education for a period of at least five (5) working days, with notification given to the Union president, prior to general advertisement outside the bargaining unit. Employees desiring to apply for appointment to a job vacancy shall file a written application with the Superintendent's office within the time limit specified in the posting.

### Section 3.3

At the end of the application period, the Board shall have the right to select the applicant who is most qualified for the position, based upon their seniority, skills, educational background and work experience. If two bargaining unit applicants are equally qualified, then the bargaining unit applicant with greater seniority shall be awarded the position. An outside applicant may not be selected if there is a qualified inside applicant.

## **ARTICLE IV UNION SECURITY AND PAYROLL DEDUCTION**

### Section 4.0

The Board agrees to provide space on a bulletin board in the building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.

### Section 4.1

The Board shall provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees shall be provided with a copy of this Agreement upon hire.

### Section 4.2

During the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the date of their employment by the Board, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, or in lieu of Union

membership, pay to the Union an agency service fee as certified by the Union and allowed by law.

#### Section 4.3

The Board agrees to deduct dues and/or service fees every pay period, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who submit to the Board a written authorization of dues or service fee deduction and the Board shall remit such dues/fees to the Union monthly accompanied by the list of employees and their addresses from whose wages dues/fee deductions have been made.

#### Section 4.4

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 or dues.

#### Section 4.5

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities, including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

#### Section 4.6

No dues or fees will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while the employee is collecting Workers' Compensation.

#### Section 4.7

Upon prior notice and subsequent approval from the Superintendent and/or his/her designee, Union representatives shall be provided reasonable access to its members, on school premises, for the purpose of transacting union business. The Union agrees that such business shall not unduly interfere with the employees' performances of job duties. The Superintendent and/or his/her designee's approval shall not be unreasonably withheld.

#### Section 4.8

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee's hire date and shall be during working hours at a time agreed to by the employee's immediate supervisor, not to exceed thirty (30) minutes in duration.

**ARTICLE V  
SENIORITY**

Section 5.0

Seniority shall be measured by the employee's length of continuous, uninterrupted service with the Columbia Board of Education. Seniority shall not be interrupted by periods of authorized paid or unpaid leave up to a maximum duration of ninety (90) calendar days, provided that the employee returns to work immediately at the conclusion of such approved leave periods. Part-time employees shall accrue seniority on a prorated basis.

Section 5.1

The Board shall prepare a list of all employees covered by this Agreement showing their seniority and deliver such list to the Union by October 1 of each year. If the Union does not raise a written objection to the list by December 1 of each year, then the list will be presumed to be correct.

Section 5.2

Employees who resign voluntarily, retire, or who are discharged, shall lose all seniority within this bargaining unit.

Section 5.3

An employee who has been laid off shall retain his/her seniority for twelve (12) months but shall not continue to accrue seniority during the period of layoff.

**ARTICLE VI  
HOURS OF WORK AND OVERTIME**

Section 6.0

The work schedule for each bargaining unit employee shall be determined by the Superintendent, building principal and/or the Director of Student Services.

- a. Employees in the classification of Facilities Technician shall normally work seven and one-half (7.5) hours per day, five (5) days per week, two hundred and sixty-one (261) days per year.

- b. Employees in the classification of Head Facilities Technician shall normally work seven and one-half (7.5) hours per day, five (5) days per week, two hundred and sixty-one (261) days per year.
- c. Employees in the classification of secretary shall normally work seven and one-half (7.5) hours per day, five (5) days per week. The work year for employees in the classification of secretary normally shall be equal to the number of work days in the work year of the school administration but shall be no less than two hundred ten (210) days and no more than two hundred thirty (230) days per year. Specific work assignments and schedules shall be established at the beginning of the school year. Employees shall be notified of schedule changes or changes in work or location as well as starting and ending times at least two (2) weeks in advance when possible. Secretaries shall treat holidays as work days when calculating their total number of workdays per year.
- d. Employees in the classification of nurse coordinator shall normally work seven (7) hours per day, five (5) days per week. The work year for employees in the classification of nurse coordinator shall be equal to the number of student days per year plus six (6) days.
- e. Employees in the classification of school nurse shall normally work six and one-half hours (6.5) hours per day, five (5) days per week. The work year for employees in the classification of school nurse shall be equal to the number of student days per year plus four (4) days.
- f. Employees in the classification of paraprofessional shall normally work no less than six and one-half (6.5) hours per day, five (5) days per week. The work year for employees in the classification of paraprofessionals shall be equal to the number of student days plus one (1) full day, scheduled the day before the start of the student school year.
- g. Specific work assignments and schedules shall be established by the school administration annually on or before June 15 and updated by the school administration as necessary throughout the year. These work assignments and schedules shall be subject to change as determined by the school administration. Employees shall be notified of schedule changes or changes in work or location as well as starting and ending times at least two (2) weeks in advance when possible.

#### Section 6.1

Employees shall be notified of schedule changes or changes in work or location as well as starting and ending times at least two (2) weeks in advance when possible.

## Section 6.2

Time and one-half shall be paid for all work performed in excess of forty (40) hours per week. When foreseeable, employees shall request prior approval from the Superintendent or his/her designee, for any work performed in excess of forty (40) hours.

In the event of emergency or urgent circumstances, the employee shall make an attempt to contact an administrator, either in person or by phone, prior to performing any work in excess of forty (40) hours. For Facility Technicians, said administrators shall be contacted in the following order: Principal, Facilities Manager, Assistant Principal, Superintendent. For all other positions, said administrators shall be contacted in the following order: Principal, Director of Student Services, Assistant Principal, Superintendent.

## Section 6.3

Double time shall be paid if an employee is required to work on Sunday or holidays.

## Section 6.4

When an employee is called in for work at a time not contiguous with his/her regularly scheduled working hours, he/she shall be paid a minimum of two (2) hours. On weekdays and Saturdays, such employees shall be paid at a rate of time and one-half. On Sundays, such employees shall be paid at a double-time rate.

## Section 6.5

Employees working during normal school hours shall not leave the school during working hours without signing out and in at the school office. Employees working during non-school hours shall not leave the school during work hours without swiping his or her key card.

## Section 6.6

When the Board requires employees to attend training conferences, employees who attend will be paid for all time spent at such training. When the Board invites but does not require employees to attend training sessions during regular working hours, employees who choose to attend the training will be paid during regular working hours while attending such training.

## Section 6.7

Employees may submit applications to their supervisor to attend in-service training or conferences that would improve their job performance. The supervisor may accept or

reject these applications based on the appropriateness and timing of the training. If approved, the application will then be forwarded to the Superintendent for approval. The Superintendent may accept or reject the application based on the appropriateness of the training, the employee's participation in other training, or due to the availability of funds.

#### Section 6.8

Union members shall not be expected to perform more than two (2) duties per day, except in emergency and/or extreme circumstances. In such circumstances, the administration shall ask for volunteers to perform additional duties. If no volunteers accept the additional duties, the administration shall choose a unit member and will notify the affected member, as soon as reasonably possible, that he/she shall have to perform more than two (2) duties in that day and shall tell the employee at that time the total number of duties he/she shall be required to perform. This responsibility shall be rotated throughout the bargaining unit as fairly as possible. Nothing herein will prevent the Board from creating a position where the requirements are to perform more than two (2) lunch duties per day, if the Board determines the need to do so.

#### Section 6.9

The Head Facilities Technician will prepare an overtime list. Any interested facility technician may sign up. Overtime will be assigned on the basis of seniority with the most senior qualified volunteer in the building receiving the assignment first, and rotating through the list. If there is no volunteer, the most junior facility technician on the list will be assigned the work.

### **ARTICLE VII PROBATIONARY PERIOD AND LAYOFF**

#### Section 7.0

No employee shall attain grievance rights under this Agreement until he/she has been continuously employed by the Board for a period of six (6) months, though all other applicable rights of the contract shall be entitled to the employee. For employees who do not work during the summer months, the summer months shall not be counted towards the six (6) months probationary period. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement.

### Section 7.1

When reasonably possible, the Board will give employees twenty-five (25) calendar days' notice in advance of layoffs. Prior to any layoff taking place, the Superintendent will meet with the Union to discuss any possible alternatives to the layoff being implemented.

### Section 7.2

If a bargaining unit position is eliminated in any classification, the employee in the position eliminated shall have the right to post for any vacancy in the bargaining unit for which the employee is fully qualified and possesses the skills necessary to work with the student(s) served by the position, if applicable. If there is no such vacancy, the employee shall be allowed to bump the least senior employee in his/her classification provided that the employee bumped is less senior than the employee initially chosen for layoff, and further provided that the employee is fully qualified to perform the functions of such position and possesses the skills necessary to work with the student(s) served by the position, if applicable.

### Section 7.3

Employees chosen for layoff, who are eligible, must elect to bump the least senior employee within the same classification within five (5) working days of receipt of notice of layoff.

### Section 7.4

An employee who is laid off shall have recall rights for twelve (12) months following the date of the layoff. During the period of recall, employees on the recall list in order of seniority shall be offered re-employment if there is a vacancy in the job classification from which he/she was laid off provided the employee is fully qualified to perform the functions of such position and possesses the skills necessary to work with the student(s) served by the position, if applicable. Notice of the opportunity for re-employment shall be sent by certified mail. If the employee on the recall list does not respond within ten (10) working days of the date of the notice, the right of recall shall be forfeited. Further, if the employee on the recall list is not available to commence re-employment within ten (10) working days of the recall notice, recall rights shall be forfeited. It is the obligation of an employee on the recall list to keep the Superintendent's office informed of the current address and telephone number of the employee.

## ARTICLE VIII LEAVE PROVISIONS

### Section 8.0 -- Sick Leave

Employees who work greater than two hundred ten (210) days per year shall be credited with fourteen (14) sick days on July 1 of each contract year. For such employees, unused sick days may be accumulated to a maximum of one hundred forty (140) days.

Employees who work less than two hundred ten (210) days per year shall be credited with twelve (12) sick days on July 1 of each contract year. For such employees, unused sick days may be accumulated to a maximum of ninety-seven (97) days.

Sick leave may be used for the following purposes:

- a. Personal illness or injury.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. In the event of illness or injury to a member of the employee's immediate family. "Immediate family" includes husband, wife, domestic partner, father, mother, sister, brother or child and also includes any relative who is domiciled in the employee's household.
- d. Requests for exceptions to the categories listed above may be made to the Superintendent.

A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive working days of absence or in cases of suspected abuse.

### Section 8.1 -- Sick Leave Bank

For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Board and the Union agree to establish a Sick Leave Bank.

- A. Participation by members of the bargaining unit shall be mandatory during the month of September. Such participation shall require all employees to contribute one (1) day of accumulated sick leave to the Sick Bank. Employees shall be entitled to donate additional days on a voluntary basis.
- B. The Bank shall be administered by the Superintendent or his/her designee, and a Union representative.

- C. The following criteria shall be used by the Superintendent or his/her designee, and the Union representative, in determining the eligibility of an employee to draw from the Bank and determining the amount of leave:
1. An employee must have completed one (1) uninterrupted year of service in Columbia.
  2. An employee must have exhausted all accumulated sick leave in his or her individual sick leave account.
  3. An employee must submit competent and timely evidence that a request is necessary due to serious and lengthy illness that is not covered by workers' compensation.
  4. An employee must have contributed to the Sick Bank in the year of his or her request and must not have drawn from the Sick Bank in the last three hundred sixty-five (365) calendar days prior to his or her written request to utilize the Sick Bank.
  5. An employee must exhaust all paid leave options available to them, prior to utilizing the Sick Bank. This shall not include the leave taken in accordance with the Family Medical Leave Act ("FMLA").
  6. Any employee who has utilized the Sick Leave Bank shall repay two (2) days of sick leave, to the Sick Leave Bank, upon their return for the five (5) years after he or she has utilized the Sick Leave Bank, or when the number of days from the Sick Bank utilized by the employee is paid, whichever is first.
- D. Upon compliance with Section C above, the Superintendent and the Union representative may issue a grant of days from the Sick Leave Bank of no more than sixty (60) days.
- E. The Sick Leave Bank shall have a minimum of twenty (20) days in reserve. If the number of days falls below twenty (20), then Section A shall be reapplied. However, the total number of Sick Leave Bank days in reserve shall not exceed one hundred and fifty (150). In the event the one hundred fifty (150) day maximum would be exceeded, then Section A of this Article would not be reapplied.
- F. The decisions of the Superintendent and the Union representative shall be final and binding and not be subject to the grievance procedure or arbitration.

## Section 8.2 -- Personal Leave

Employees shall receive up to three (3) personal leave days off with pay each fiscal year that may be used at their discretion. This leave shall be scheduled by mutual agreement between the employee and their supervisor, and then forwarded to the superintendent for final approval. To be considered, personal leave day requests must be made in writing at least forty-eight (48) hours in advance of the leave, except in the case of an emergency. The employee may use these days separately or consecutively.

Under ordinary circumstances, personal leave will not be granted for days immediately preceding or following a school recess or a holiday. Personal leave shall not accumulate from year to year. However, employees who are not eligible for vacation (e.g., employees who are regularly scheduled to work less than two hundred ten (210) days per year) may accumulate personal leave up to a maximum of six (6) days. At the discretion of the Superintendent or his/her designee, greater than two hundred ten (210) day employees may be permitted to extend a school recess or holiday through the use of a personal leave day.

If an employee has used their personal days, he/she may request additional personal days in writing from the Superintendent. The Superintendent will consider extending the number of personal days beyond three (3) if they are to be utilized for religious purposes, an emergency or exigent circumstances. If additional personal days are granted, an equal amount of days will be deducted from the employee's sick leave.

## Section 8.3 -- Bereavement Leave

The Superintendent or his/her designee shall grant up to three (3) days leave without loss of pay for the purpose of attending a funeral in cases of death in the immediate family. For the purposes of this section, "immediate family" shall be defined as husband, wife, father, mother, sister, brother, child, grandparent, grandchild, spouse's parents, aunt, uncle, niece, nephew, domestic partner and any relative who is domiciled in the employee's household.

## Section 8.4 -- Family and Medical Leave

The Board shall comply with its obligations under the Family and Medical Leave Act (FMLA), codified at 29 U.S.C. §2601 *et seq.*, as amended.

## Section 8.5 -- Jury Duty

Should an employee be called to jury duty, the employee shall submit written notice and a copy of the jury duty notice must be provided to a school administrator within five (5) working days of the employee's receipt of the call to jury duty.

The employee shall be compensated at the employee's base rate of pay less the jury fee, for up to fourteen (14) working days per year.

A copy of proof of service on the jury must be provided to a school administrator for any day taken as jury duty leave under this section; the employee will not be compensated for jury duty if written proof of service is not provided.

#### Section 8.6 -- Military Leave

Any military leave required by employees will be provided in accord with prevailing federal and state laws.

Copies of orders to active duty shall be supplied to the Superintendent.

#### Section 8.7 -- Workers' Compensation Leave

If an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment for the Board, and the Workers' Compensation Administration determines that the employee is eligible for workers compensation payments, he/she shall be paid a differential by the Board, such that his/her full salary equals his/her total net regular salary for a period of absence not to exceed six (6) months.

#### Section 8.8 -- Leave Accrual

Leave accruals will be shown on the employee's payroll stubs.

### **ARTICLE IX DISCIPLINARY ACTION**

#### Section 9.0

No employee who has successfully completed his/her probationary period shall receive disciplinary action except for just cause. "Disciplinary action" as used in this Article shall be defined as any of the following: documented verbal warning, written reprimand, suspension or discharge.

#### Section 9.1

All suspensions and discharges shall be communicated in writing with reason(s) included and a copy shall be given to the employee at the time of such suspension or discharge. The Board's representative shall mail a copy of the notice of suspension or discharge to the Union President.

## Section 9.2

An employee who is interviewed concerning a matter which may subject the employee to disciplinary action may, upon request, have an available Union representative present during such interview. If the employee requests the presence of a Union representative at such an investigatory meeting, the interview will come to a close until an available Union representative can be present.

## Section 9.3

Except for probationary employees, instances of disciplinary action may be appealed through the grievance procedure contained in this Agreement.

# ARTICLE X GRIEVANCE PROCEDURE

## Section 10.0

The purpose of this procedure is to secure, at the lowest possible administration level, solutions to grievances regarding claims of misapplication and misinterpretation of the Agreement. An AFSCME Representative shall be allowed at any level of the grievance procedure.

## Section 10.1 -- Definitions

- a. A "grievance" shall mean a complaint by an employee, the Union, or a group of employees that as to him/her there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- b. "Grievant" shall mean any member of the bargaining unit, or group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this Article.
- c. "Days" shall mean calendar days.

## Section 10.2 -- Time Limits

- a. If a grievance is not filed in writing with the employee's supervisor within fifteen (15) calendar days after the grievant knew 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. 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.
- c. A grievant may, if his/her immediate supervisor or the Superintendent fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.
- d. The time limits contained in this Article may be extended only by written mutual agreement.

Section 10.3 -- Level One - Supervisor

If a grievant feels that he/she may have a grievance, he/she may first discuss the matter with his/her supervisor in an effort to resolve the problem informally. If the grievant is not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to his/her supervisor. The employee's supervisor shall, within fifteen (15) calendar days of that filing of the grievance in writing, give a written answer with a copy to the Union.

Section 10.4 -- Level Two - Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within fifteen (15) calendar days after the decision, file his/her written grievance with the Superintendent of Schools or his/her designee.
- b. The Superintendent or his/her designee shall, within fifteen (15) calendar days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.
- c. The Superintendent or his/her designee shall, within fifteen (15) calendar days after the meeting, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.
- d. Notwithstanding the above, grievances over a dismissal, suspension, demotion and grievances concerning more than one (1) employee (class actions) shall be submitted directly to Level Two.

Section 10.5 -- Level Three -- Board of Education

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance again for appeal to the Board of Education within

fifteen (15) calendar days of the level two decision. The Board of Education has fifteen (15) calendar days to hear or decline the appeal.

Section 10.6 -- Level Four - Arbitration

- a. If the Union is not satisfied with the disposition of the grievance at Level Three, the Union may process the grievance to arbitration within thirty (30) days of receipt of the Level Three answer. Only the Union may submit a grievance to arbitration, and it may do so by giving written notice to the Board of its intent to arbitrate the dispute. The submission of the grievance shall state the specific provisions of the contract allegedly violated and the remedy sought.
- b. The parties agree that unless the Board objects, arbitrations shall be conducted before the Connecticut State Board of Mediation and Arbitration. The Board may require that an arbitration be heard by the American Arbitration Association. If the Board so requires it shall notify the Union within fifteen (15) calendar days of the Union's request for arbitration. The Board shall bear the cost of such arbitration before the American Arbitration Association. The Arbitrator(s) shall hear the grievance under the applicable rules and regulations governing arbitrations by such tribunal and the decision shall be final and binding upon the parties. The arbitrators shall have no authority to add to, subtract from, alter or modify this Agreement in any way but must comply with the terms of the Agreement in every respect.
- c. The Board and the Union shall be entitled to have legal representation at Level Four of the grievance procedure, at their expense.
- d. The arbitrator(s) will hear only one grievance at a time, except as otherwise agreed by the parties. This provision will not prevent the arbitrator(s) from hearing a Union or class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.
- e. The grievant and one (1) Union representative shall be afforded the necessary time off without loss of pay to attend meetings between the Board and the Union for the purpose of processing grievances, and attending hearings, provided the employee was scheduled to work at a time simultaneous to such meetings or hearings.

**ARTICLE XI  
HOLIDAYS**

Section 11.0

Employees who are regularly scheduled to work at least two hundred ten (210) days per year shall observe the following holidays off with pay:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veterans' Day
Columbus Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Day
One Floating Holiday	

In addition to the holidays listed above, these employees, except for the Facilities Technicians, will also receive full pay for the early dismissal days before Thanksgiving recess, before the holiday winter recess, and for the last day of the school year.

Section 11.1

Employees who are regularly scheduled to work less than two hundred ten (210) days per year shall observe the following holidays with pay:

New Year's Day	Day After Thanksgiving
Thanksgiving Day	Christmas Day
President's Day	Good Friday
Columbus Day	Veterans' Day
Martin Luther King Day	Memorial Day

In addition to the holidays listed above, these employees will also receive full pay for the early dismissal days before Thanksgiving recess, before the holiday winter recess, and for the last day of the school year.

Section 11.2

Holidays falling on Saturday shall be celebrated on the preceding Friday if the schools are closed on that Friday. Holidays falling on Sunday shall be celebrated on the following Monday if the schools are closed that Monday. If school is in session on Friday and/or Monday, and a holiday falls on the weekend, the holiday shall be celebrated on a date mutually agreed to by the parties.

Section 11.3

If a holiday falls during an employee's scheduled vacation, and such vacation has been approved by the Superintendent and his/her designee, the holiday falling during that period will be observed as a holiday, and shall not be charged to the employee's vacation leave.

Section 11.4

The Superintendent and/or his/her designee shall have the sole discretion to approve the use of a day as a "floating holiday". All requests for a floating holiday must be communicated in writing to the Superintendent and/or his/her designee at least a week before such day the employee wishes to take as a floating holiday. Unused floating holidays shall only be available in the fiscal year in which they accrue, and shall not be carried over to the following fiscal year.

Section 11.5

Facility Technicians shall receive a full day off with pay during the winter recess in order to replace the day before Thanksgiving and the day before winter recess as listed in Section 11.0. The Secretaries and the Facility Technicians shall receive a half-day off with pay, to be used at their discretion during the school year, in order to replace the early dismissal on the last day of school as listed in Section 11.0. In order to utilize the benefits associated with this section, Secretaries and Facility Technicians shall submit a written request to the Superintendent at least two (2) weeks prior to the requested date. Such request shall not be unreasonably denied. This section shall not apply to new hires that start on or after July 1, 2011.

**ARTICLE XII  
VACATION**

Section 12.0

Secretaries and Facilities Technicians who are regularly scheduled to work at least two hundred ten (210) days per year, and have completed one year's continuous service with the Board, shall accrue annual vacation benefits in accordance with the following schedule:

after one (1) year of service	five (5) days paid vacation
after two (2) years' service	ten (10) days paid vacation
after five (5) years' service	Fifteen (15) days paid vacation
after eight (8) years' service	Twenty (20) days paid vacation
after fifteen (15) years' service	Twenty-five (25) days paid vacation

Any employee hired on or after July 1, 2011 shall be entitled to accrue a maximum of twenty (20) days paid vacation after eight (8) years of service.

#### Section 12.1

Employees who are regularly scheduled to work less than two hundred ten (210) days per year shall not receive paid vacations.

#### Section 12.2

The employee's (Secretaries and Facilities Technicians) anniversary date shall be used to determine the amount of vacation time due. Vacation time should be used in the year that it is accrued, but a maximum of five (5) days may be carried over from one year to the next.

#### Section 12.3

In order to assure the orderly performance and continuity of those services provided by employees, each employee wishing to schedule a vacation should request such vacation leave as far in advance as possible but not less than two (2) weeks in advance of the requested vacation period. Requests shall be made by the employee in writing to the Superintendent or his/her designee. No more than one (1) employee in each classification shall be permitted to be on vacation at the same time during the regular student school year. The Superintendent or his/her designee shall have discretion regarding approval of vacation days. Once a vacation request has been approved by the Superintendent, it shall not be rescinded and no other employee in the same classification will be permitted to be on vacation at that approved time, absent extenuating circumstances.

#### Section 12.4

Up to a maximum of five (5) accumulated vacation days shall be paid to an employee in the event that he/she voluntarily terminates and/or retires from his/her employment with the Board of Education, provided the employee has given the Board at least fourteen (14) days' written notice of such voluntary termination and/or retirement.

#### Section 12.5

In the event of an employee's death, the employee's accumulated vacation pay, less pay for vacation days already taken, limited to that year, shall be paid to the employee's surviving spouse. If the employee has no surviving spouse, it shall be paid to the employee's minor children. If the employee has neither a surviving spouse nor children, such compensation shall be paid to the estate of the deceased employee.

**ARTICLE XIII  
WAGES**

Section 13.0

Employees shall be paid in accordance with the wage schedule attached hereto as Appendix A.

Employees hired prior to the effective date of this Agreement shall be paid at the rates specified in the schedules attached hereto as Appendix A, provided they remain employed for the duration of the Agreement.

For employees hired during the term of the Agreement, employees hired on or after July 1<sup>st</sup> and on or before December 31<sup>st</sup> shall be eligible for step movement on the July 1<sup>st</sup> which precedes (or falls on) their anniversary date. Employees hired on or after January 1<sup>st</sup> and on or before June 30<sup>th</sup> shall be eligible for step movement on July 1<sup>st</sup> of the year following their anniversary date.

Section 13.1

New employees shall be placed on Step One of the appropriate classification pay schedule. However, the Superintendent may place new employees on Steps Three or Four of the respective classification schedule, if, in the Superintendent's judgment, the new employee's years of experience, qualifications, skills, and/or educational background merit a higher placement. If at the time a new employee is hired onto Steps Two or Three an existing employee, in the same classification, is on a lower step and such existing employee has equivalent years of experience, qualifications, skills and/or educational background as compared with the newly hired employee then the existing employee shall be moved to the step placement of the new employee.

Section 13.2

Non-certified employees will receive their paychecks according to the Columbia School System annual payroll calendar.

Section 13.3 -- Longevity

In addition to the salaries set forth in Appendix A, employees having completed the following years of service in Columbia, shall receive an additional compensation (one-time per level) in accordance with the following schedule:

15 - 20 years of service	=	\$750
20-25 years of service	=	\$1,000
25 + years of service	=	\$1,500

Such payment shall be for the qualifying year and employees shall receive their longevity as a lump sum, upon their anniversary date of hire.

Any employee hired on or after July 1, 2011 shall not be eligible for longevity payments.

Section 13.4

Paraprofessionals shall have the option of twenty-six pay periods per year.

Section 13.5

When a Facility Technician is required to assume the responsibility of a higher job classification for at least six (6) consecutive days, he/she shall be paid at the hourly rate of the higher classification per hour for each hour of the shift, retroactive to the first day and continuing through the duration of the assignment.

Section 13.6

Paraprofessionals shall receive an annual stipend of Five Hundred Dollars (\$500.00) if their assignment regularly includes providing hygiene related services to students. For purposes of this section, hygiene services shall be defined as toileting, personal feeding, and/or diapering. Eligible paraprofessionals will be designated at the beginning of the school year and a copy of their names will be provided to the Union. The payment will be made at the end of the school year and prorated if less than the entire school year.

**ARTICLE XIV  
INSURANCE**

Section 14.0 -- Life Insurance

The Board shall provide life and accidental death insurance for each member of the bargaining unit in the amount fifty thousand (\$50,000) dollars.

Section 14.1 -- Health Insurance

The High Deductible/Health Savings Account plan described below shall be the sole insurance plan for all eligible employees.

Deductible	\$2,000/\$4,000
Coinsurance (In/Out)	In-100% Med Out-80% Med & RX
RX	As Any Other Expense
Coinsurance Max	In/Out Combined \$2,000/\$4,000
Out-of-Pocket Max	\$4,000/\$8,000
In-Network Preventive Care	100%

The High Deductible/Health Savings Account plan shall have a high deductible of \$2,000/\$4,000 with the Board contributing 55% toward the annual deductible in the 2018-19 contract year and 50% toward the annual deductible in contract years 2019-20 and 2020-21.

The Board's contributions toward the plan deductible shall be deposited into the employees' HSA accounts in two installments, the first in September and the second in January. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

**HSA Account Fees:** The Board agrees to cover any account set up fee (typically one time) and general monthly maintenance fees. Participants will be responsible for fees related to individual account usage including but not limited to fees for: insufficient funds, lost/replacement debit cards, paper statements, check writing fees (if applicable), ATM withdrawal fees, and minimum balance fees.

**HRA Account:** An HRA shall be made available for any employee who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA. Any new employee hired after the start of the school year will be placed in the HRA in his or her first year of employment with the district at the full contribution level. Such employee will be placed in the High Deductible/Health Savings Account plan thereafter.

#### Section 14.2 -- Premium Cost Sharing

Cost for the High Deductible/Health Savings Account plan will be shared so that participating employees shall contribute the following applicable premium and the Board shall pay the remaining balance: 2018-2021: Sixteen percent (16%).

#### Section 14.3 -- Dental Insurance

The Board shall provide for employees the following insurances, subject to the premium cost sharing amounts detailed in this Article:

Employees shall be eligible for dental insurance benefits provided by the Board for himself/herself, subject to any and all eligibility requirements established by the insurance carrier.

Employees shall be entitled to the Board's Full Service Dental Plan with Riders A, B and C, or equivalent if mutually agreed upon. The same group coverage will be made available to eligible dependents of each full-time employee at the employee's expense. Costs for dental coverage will be shared so that participating employees shall contribute the percentage of the applicable premiums (exclusive of dental plan with Riders A, B, and C for employees' dependents) as indicated below, and the Board shall pay the remaining balance:

2018-2021 = 18%

All dental and health insurance coverage is subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for health and dental insurance coverage at any time during the term of this Agreement.

#### Section 14.4

The Board shall have the right to change insurance carriers and/or to self-insure and/or join a consortium in whole or in part in order to provide the insurance coverages set forth above, provided that coverages which result from change in carriers and/or self-insurance and/or a consortium are substantially equal to coverage described above. Management will provide 30 day notification of intent to change carriers.

#### Section 14.5

The Board agrees, to the extent allowable by law, to adopt an Internal Revenue Code, Section 125 Benefit Plan, so that employees who elect to participate in the medical/dental insurance package may pay the premiums on a pre-tax basis. Employees' participation in such benefit plan shall be subject to the requirements of the law and any administrative requirements for participation established by the Board.

#### Section 14.6

The Board agrees to reimburse nurses for malpractice insurance each year up to one hundred and twenty-five dollars (\$125) of the yearly premium. The employee shall submit a receipt for the malpractice insurance to the Board for payment under this section.

#### Section 14.7

The parties agree to re-open negotiations for the 2019-2020 contract year on or before January 31, 2019 on Article XIV (Insurance) only. In preparation for the re-opener, the Board agrees to submit the staff census data to the State in a non-committal exploratory manner.

### **ARTICLE XV RETIREMENT**

#### Section 15.0

All employees who have completed at least one year of continuous service with the Board shall be eligible to participate in the Board's retirement program, which consists of a 403(b) tax sheltered annuity. Effective July 1, 2002, those employees already enrolled in a 403(b) plan may remain so enrolled. New enrollees, irrelevant of date of hire, in order to receive the Board's matching contribution must enroll in the specific 403(b) product designated by the Board. The Board will select a 403(b) product with consideration to cost, convenience and earning potential, and make literature on said product available to all employees. Employees enrolled in other 403(b) plans will be allowed but not required to roll their funds into the new plan. This benefit shall also be available to the School Nurse and Nurse Coordinator.

#### Section 15.1

The Board will match an employee's contribution to such plan up to six percent (6%) of yearly salary for all employees.

**ARTICLE XVI  
MISCELLANEOUS**

Section 16.0

Employees who are working on days when schools are ordered closed early or opened late in the morning due to weather conditions or emergencies will suffer no loss of pay.

Section 16.1

Employees who are authorized in advance to use their own vehicles for school business shall be reimbursed for such use at the prevailing IRS reimbursement rate per mile.

Section 16.2

The parties hereby understand that the use of pronouns in this contract shall include references to both genders.

All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, gender, sexual orientation, national origin, age, physical disorder, present or past history of mental disorder, political or labor affiliation.

Section 16.3

To promote communication, the Union and management agree to meet periodically to discuss matters of mutual concern. These meetings will be held with the school administration at a minimum of one (1) meeting per quarter, but may be called more frequently by either party not to exceed (1) one meeting per week. The Union representatives will be responsible for disseminating the information from these meetings to the members of their bargaining unit. The Union representatives will be the President and Vice President of AFSCME, Council #4, Local 1303-377.

Section 16.4

A Union delegate will attend all team leader meetings and disseminate the relevant information to the non-certified staff. This delegate will receive an annual stipend of \$500 for this service. This contract provision shall expire on June 30, 2013.

Section 16.5

Paraprofessional Use as Substitute Teachers:

Whenever possible, a qualified substitute will be hired when a teacher is absent. When a teacher is absent and a substitute is not available, a paraprofessional, who meets the

qualifications for a substitute, may be asked to perform the duties of a substitute. If a paraprofessional works for less than one (1) period as a substitute, the paraprofessional will receive no extra pay for performing that duty. If the paraprofessional works as a substitute teacher for one, two or three full periods, the paraprofessional will be paid ten dollars (\$10) for each period. If the paraprofessional serves as a substitute for more than three (3) periods, the paraprofessional will receive sixty dollars (\$60) for performing these duties.

Paraprofessionals who do not possess a certification or college degree, who are directed by a supervisor to assume the management of a classroom, resource room and/or library and are therefore responsible for directing the substitute teacher and/or the class for any portion or period of the school day, shall be compensated in the amount of forty (\$40) dollars for each day of occurrence in addition to their normal pay.

#### Section 16.6

##### Flex Scheduling:

During periods when school is not in session and there are no holidays, Facilities Technicians will have the option of working a four (4) day week as long as there is a Monday through Friday work schedule and the work is accomplished in a timely manner. This contract provision shall expire on June 30, 2015.

#### Section 16.7

The daytime Facilities Technician will receive a half-hour paid lunch during the school year.

#### Section 16.8

Custodians will have the new title of Facilities Technicians and beginning in the school year 2003-04 will perform minor maintenance as part of their duties.

#### Section 16.9

A Paraprofessional shall receive his or her duty free lunch during normal lunch times except in extreme circumstances where it is not possible for the employee to take a lunch during those times due to his or her work assignment. In such circumstances, the administration will notify the affected union member, as soon as reasonably possible, when that employee shall have his or her lunch period. Lunch periods will be no later than 30 minutes after the last lunch.

All Administrative Assistants, Nurses and Facility Technicians shall have a thirty (30) minute duty free lunch period, free from interruption and/or work requirements, except in cases of extreme emergency where no other employee can be utilized.

Section 16.10

Facility Technicians will be eligible for reimbursement in an amount up to \$125 per fiscal year for the purchase of approved shoes for work. A Facility Technician may purchase multiple pairs of shoes provided his/her total annual reimbursement does not exceed the allotted \$125.

**ARTICLE XVII  
SAVINGS CLAUSE**

In the event that any provision or portion of this agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, that provision or portion shall be severed from this agreement, and the balance or remainder of this agreement shall remain in full force and effect.

**ARTICLE XVIII  
ENTIRE AGREEMENT**

Section 18.0

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, except for subjects covered by the interim bargaining law. No amendment to this Agreement shall be effective unless in writing, ratified and executed by the parties.

Section 18.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XIX  
DURATION**

**Section 19.0**

This Agreement shall take effect upon signing retroactive to July 1, 2018. This Agreement shall remain in effect through June 30, 2021.

IN WITNESS WHEREOF the parties, have caused their duly authorized representatives to set their hand this 7 day of November, 2018.

**FOR THE COLUMBIA  
BOARD OF EDUCATION**

**FOR AFSCME, COUNCIL #4,  
LOCAL 1303-377**



Christopher Lent

Fayne Sears

Chairman, Board of Education

Union President

## APPENDIX A WAGE SCHEDULES

Note: There shall be no step movement in 2019-20.

### PARAPROFESSIONALS

STEP	YEARS EXPERIENCE	2018-19	2019-20	2020-21
1	0-1	\$16.94	\$17.11	\$17.11
2	1-2	\$17.87	\$18.05	\$18.05
3	2-3	\$18.89	\$19.08	\$19.08
4	3-4	\$19.54	\$19.74	\$19.74
5	4-5	\$20.47	\$20.67	\$20.67
6	5+	\$21.81	\$22.25	\$22.70
OFF STEP		\$24.57	\$25.06	\$25.56
OFF STEP		\$29.26	\$29.85	\$30.45

### SECRETARIAL

STEP	YEARS EXPERIENCE	2018-19	2019-20	2020-21
1	0-2	\$20.06	\$20.26	\$20.26
2	2-3	\$21.16	\$21.37	\$21.37
3	3-4	\$22.22	\$22.44	\$22.44
4	4-5	\$23.31	\$23.54	\$23.54
5	5-6	\$24.40	\$24.64	\$24.64
6	6+	\$26.23	\$26.75	\$27.29

### HEALTH OFFICE

	2018-19	2019-20	2020-21
Nurse Coordinator	\$44.81	\$45.71	\$46.62

	2018-19	2019-20	2020-21
School Nurse	\$49,873.81	\$50,871.29	\$51,888.72

The Nurse Coordinator shall not be compensated for trainings, clinics or any other program requiring him or her to work outside of his or her normal work hours without prior written authorization from the Superintendent or his or her designee.

**HEAD FACILITY TECHNICIAN**

<b>STEP</b>	<b>YEARS EXPERIENCE</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
1	0-2	\$21.22	\$21.43	\$21.43
2	2-3	\$22.32	\$22.54	\$22.54
3	3-4	\$23.38	\$23.61	\$23.61
4	4-5	\$24.47	\$24.71	\$24.71
5	5-6	\$25.59	\$25.85	\$25.85
6	6+	\$27.29	\$27.84	\$28.40

**FACILITY TECHNICIANS**

<b>STEP</b>	<b>YEARS EXPERIENCE</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
1	0-2	\$17.42	\$17.59	\$17.59
2	2-3	\$18.40	\$18.58	\$18.58
3	3-4	\$19.43	\$19.62	\$19.62
4	4-5	\$20.38	\$20.58	\$20.58
5	5-6	\$21.39	\$21.60	\$21.60
6	6+	\$23.30	\$23.77	\$24.25

**MONITOR RECEPTIONIST**

<b>STEP</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
1	\$15.19	\$15.49	\$15.80

**APPENDIX B**  
**EXTRA-CURRICULAR APPOINTMENTS**

- A. All extra curricular appointments shall be one-year appointments only, and shall carry no right to continuing employment or reappointment from year to year.
- B. Extra curricular positions shall be posted as follows:
  - 1. Available extra-curricular positions shall be adequately publicized, both within and outside the system, as far in advance as possible (preferably two weeks in advance). When the need to make such an appointment arises in the summer months, notification shall be by mail to all employees.
  - 2. Said notice shall clearly set forth the qualifications and compensation for the position.
  - 3. Employees who desire to apply for such appointments shall file their applications in writing with the Superintendent within the time limit specified in the notice.
  - 4. If two or more applicants are equally qualified, the Board of Education employee will get preference.
- C. Extra-curricular positions may be filled from inside or outside the bargaining unit. The compensation rate for appointed individuals will match the established Columbia BOE Stipend. Recommendations for appointments will be made annually by the Principal to the Superintendent of Schools.
- D. Each appointee shall sign a salary agreement prior to assuming the responsibilities of the position.
- E. Coaches shall be paid at the conclusion of their respective season.
- F. Advisors shall be paid at the end of the school year.
- G. This Appendix shall not be subject to the grievance procedure.

**SIDE LETTER OF AGREEMENT**

The COLUMBIA BOARD OF EDUCATION (the "Board") and the COLUMBIA NON-CERTIFIED EMPLOYEES, AFSCME, COUNCIL #4 1303-377 (the "Union") hereby enter into this Side Letter of Agreement ("Side Letter").

Whereas, the Board and the Union are parties to a collective bargaining agreement covering the period July 1, 2011 through June 30, 2015 (the "Agreement");

Whereas, the Board and Union wish to confirm the understanding reached by the parties during the 2011 negotiation of the contract for non-certified employees;

Now therefore, the undersigned parties agree that the Agreement shall be amended as follows:

1. Any memorandum of agreement between the parties that was not incorporated into the contract or eliminated from the contract during the 2011 contract negotiations between the parties and/or any memorandum of agreement that was entered into by the Board and the Union prior to October 1, 2010 shall be null and void, shall not establish a past practice or precedent, and shall not be referenced in any forum except to enforce the terms of this Side Letter.

Except where specifically amended by this Side Letter, all other provisions of the Agreement shall remain in full force and effect.

COLUMBIA  
BOARD OF EDUCATION

By: *Sam Peret-Veloso*

Date: 3/13/2012

By: \_\_\_\_\_

Date: \_\_\_\_\_

AFSCME, COUNCIL #4  
1302-377

By: *[Signature]*

Date: 05.02.2012

By: \_\_\_\_\_

Date: \_\_\_\_\_