

AGREEMENT

BETWEEN

THE COVENTRY BOARD OF EDUCATION

AND

**THE COVENTRY EDUCATIONAL SECRETARIES
UNION**

LOCAL 1303-55 OF COUNCIL #4

AFSCME, AFL-CIO

FOR THE PERIOD OF

July 1, 2017– June 30, 2020

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ARTICLE I
RECOGNITION

The Coventry Board of Education (the "Board") recognizes the Union as the sole and exclusive bargaining agent for all regularly employed secretaries, clerk-typists, bookkeepers, and library personnel working twenty (20) or more hours per week in the Coventry Public School System.

ARTICLE II
CLASSIFICATION LEVELS

The Classification Levels of all persons covered by the Agreement are set forth in Appendix, "A" which is attached hereto and made part of this Agreement.

ARTICLE III
WAGES

1. The wages of all persons covered by this Agreement shall be set forth in Appendix B, which is attached hereto and hereby made a part of this Agreement.
2. Each employee who is not at the maximum step or beyond in his/her classification level shall advance one (1) step on the wage schedule on July 1, 2018 and July 1, 2019.
3. If an employee who has changed classification during the year has satisfactorily completed three months of service on his/her present step and/or classification, he/she will advance to the next step as of July 1st of each year.
4. Employees shall be paid on the basis of bi-weekly payments via direct deposit.
5. If a new employee has served satisfactorily on his/her present step for at least three months, he/she will advance to the next step as of July 1st of each year, consistent with the negotiated step movement in subsection 2 herein.
6. Library Assistants shall be paid an annual stipend of \$500.00 for AVA hardware responsibilities.
7. Library Assistants shall be paid an annual stipend of \$200.00 for AVA software responsibilities.

The AVA stipends shall not be available to library assistants not currently receiving same as of July 1, 2014.

8. Credit for Prior Service

- A. In classification levels 1 through 5 inclusive, for purposes of placement at time of employment, all new employees shall be given credit for prior experience as determined by the Superintendent. (Experience shall be appropriate to the requirements of the position being filled.)
- B. A former secretarial employee in the Coventry Schools System who returns to service after a period of not more than two (2) years shall be given salary credit for her prior service on a year for year basis up to a maximum of two (2) years.
- C. New employees shall not be placed higher than Step 3 of their classification.

ARTICLE IV
EVALUATIONS

- 1. Satisfactory service at present classifications shall be determined by an annual evaluation based on criteria outlined in the job specification.
- 2. The immediate supervisor who is familiar with the employee's work and who has observed the employee for at least two (2) months shall make the evaluation.
- 3. The evaluation shall be done between April 1st and May 15th and is subject to the approval of the Superintendent or his/her designee. A copy of each approved evaluation report shall be given to the employee and placed in his/her file, no later than May 31st of each year.
- 4. No Supervisor shall make comments within a service rating where such comments are inconsistent with the rating. However, constructive suggestions for improvement shall not be considered inconsistent with the rating.
- 5. An employee's signature on the rating form shall serve as confirmation that the employee has seen the rating and not as an indication that the employee agrees with the rating.

6. When an employee is rated "needs improvement" in any category, the rating Supervisor shall state the reasons and suggestions for improvement.
7. Only disputes regarding the procedural aspects of the evaluation process may be subject to the grievance and arbitration procedure.

ARTICLE V DISCIPLINE

1. No employee shall be discharged or otherwise disciplined except for just cause. Disciplinary actions shall generally be in the following order; however, based on the severity of the offense, the Superintendent maintains the right to go directly to Step c:
 - a. Verbal warning;
 - b. Written warning including a meeting with the offending party, the employer and the Union to discuss the incidents leading to disciplinary action.
 - c. Suspension and/or discharge;
2. All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the President of the Union at the time for the suspension or discharge.
3. If the employer reprimands an employee, it shall be done in a manner that will not embarrass the employee before other employees, students or the public.

ARTICLE VI VACANCIES

1. All new positions or job vacancies covered by this Agreement shall be filled only in accordance with the terms of this article.
2. Notice of vacancies and/or new positions within the bargaining unit shall be distributed to all buildings with bargaining unit members and to the Union President seven (7) calendar days prior to public notice. The deadline for accepting applications for any such positions shall be no later than five (5) working days from the date that notice is provided to bargaining unit members.
3. 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

applicants are relatively equal the employer shall select the most senior bargaining unit member.

4. The name of the person appointed to the job shall be sent to the Union President at the end of the posting period.

ARTICLE VII MISCELLANEOUS

1. Each employee upon promotion or appointment and thereafter upon request shall be given a copy of his/her job specification. Work assignment shall be in accordance with that job specification.
2. No employee shall be given any regularly added duties out of his/her job specification.
3. School secretaries shall not be expected to cover nursing station in absence of the school nurse.
4. Employees required to work in a higher classification level more than three (3) consecutive days shall be paid retroactive at their step for that higher classification level.
5. Wherever the phrase "and performs related duties as required..." appears in the job specifications for the job classification within this bargaining unit, the term "related duties" shall be interpreted to mean duties and responsibilities which could reasonably be expected to be required in accordance with the overall job specifications.

ARTICLE VIII LEAVE OF ABSENCE

1. In addition to any unpaid leave to which an employee may be entitled under the terms of the Family and Medical Leave Act, leave of absence, without pay, may be granted by the Superintendent for a limited period, not to exceed one year, for the following reasons:
 - a. For health reasons upon the advice of a physician.
 - b. For other personal reasons, subject to the approval of the Superintendent.
 - c. For family health reasons.

If a leave of absence is granted under this Article, and such leave is considered to be FMLA leave under the law, such leave shall be designated by the Board as FMLA leave.

2. Applications for such leave of absence must be made in writing, stating the reasons for the request and the length of time desired. A leave expires automatically at the date of the expiration approved for the leave. If an extension is required, it must be approved by the Board.
3. It is expected that so far as possible, leave will be arranged to begin or end at the close of the school year.
4. An employee returning from a leave of absence shall re-enter at a step no higher than one above the one they were at the last full contract year worked.
5. Employees on leave of absence shall have the opportunity to continue the group insurance at their own expense. Arrangements for payment shall be made with the office of the Superintendent. If the Board designates any portion of leave granted under this Article as FMLA leave, such leave shall be with benefits as provided by the FMLA, as it may be amended from time to time.

ARTICLE IX SICK LEAVE

1. Each employee shall be entitled to sick leave, at current base pay of fifteen (15) days a year. Such sick leave that is not used for employees hired prior to July 1, 2014 will accumulate to the employee's credit, up to a maximum of one hundred eighty-two (182) days. For all employees hired on or after July 1, 2014, such sick leave that is not used up shall be accumulated to the employee's credit up to one hundred and twenty five (125) days. Each employee shall be notified of his/her accumulated sick leave at the beginning of the school year. Sick leave may also be used for illness in the immediate family.
2. For any absence of more than three (3) consecutive workdays, a doctor's certificate may be requested upon the employee's return.
3. An employee, hired before July 1, 2004, who leaves Coventry service after ten (10) years of service shall receive a lump sum payment at the rate of \$12.00 per day for each unused sick leave day, up to one hundred eighty-two (182) days, provided they are not dismissed for cause.

4. In the event of the death of an employee, any unused sick leave will be paid at the rate of \$12.00 per unused day, up to the employee's number of annual workdays, to the estate of the employee.

5. Sick Leave Bank:

a. A voluntary sick leave bank is established for employees covered by this agreement who:

1. have a serious illness; and
2. have exhausted their own accumulated sick leave.

b. After the deadline of January 1, 2015, any member that has not joined within this period will not be eligible to request the benefits of the sick leave bank at any point in the future. New hires must elect to join the sick leave bank within 30 calendar days of date of hire. Upon signing up for participation in the sick leave bank, an employee must donate at least one (1) day during the current school year.

c. A list of participating members shall be sent to the Union President via email no later than October 31.

The business office shall notify the Union President when the bank reaches its cap of 120 days. At that time, all donations of sick days will be held in reserve and go back into the bank as days are withdrawn.

Sick leave bank days not used in a given year will be accrued with an accumulation of not more than one hundred twenty (120) days.

d. The sick leave bank shall be administered by a sick leave bank committee consisting of four members, two designated by the Union and two by the Board. The function of the sick leave bank committee shall include the determination of eligibility for use of the bank and the amount of leave to be granted. Eligibility and amount shall be governed by the following criteria:

1. adequate medical evidence of serious illness of employee;
2. prior utilization of all eligible sick leave;
3. length of service in the Coventry Public School system.

Decisions of the full committee shall not be part of the grievance process.

- e. The initial grant of sick leave by the committee shall not exceed thirty (30) days. Request for a grant from the sick leave bank shall be made in writing to the Superintendent of Schools and the President of the Secretarial Union.
- f. Upon completion of the initial grant, the entitlement may be extended by the committee upon demonstration of need by the applicant.
- g. The business office shall notify the Union President if the bank falls below sixty (60) days. If the bank falls below sixty (60) days, each member must donate at least one (1) additional day in order to maintain their participation in the sick leave bank. When an additional donation of one (1) day is required and an employee has exhausted their sick leave, they may apply to the sick leave bank for an exception.

ARTICLE X
PERSONAL AND PROFESSIONAL DAYS

1. Each employee shall be granted three (3) days off per year with pay, for personal reasons. Each employee hired prior to July 1, 2014 can carry over up to five (5) unused personal days each year. Each employee hired on or after July 1, 2014 can carry over up to two (2) personal days each year. Each employee shall be notified of his/her accumulated personal leave days at the beginning of each school year.
2. Each employee shall be entitled to be absent with full salary not to exceed five (5) days for the death of spouse, child, step-child, parents, step-parents, brother, sister, current spouse of brother or sister and parents of current spouse. For the death of other members of immediate family, this absence shall not exceed three (3) days. Members of immediate family include grandparents, grandchildren, aunts and uncles, brothers and sisters of current spouse and any relative who resides in the employee's household.
3. Each employee may be granted one (1) day per year with pay for professional meetings or visitation. If granted, this day will be with pay and the employee shall be reimbursed travel, registration and meal expenses as approved in advance. This day will be granted by prior approval of the immediate supervisor at the discretion of the Superintendent.
4. Nothing herein shall be construed so as to prohibit an employee from requesting additional personal and professional days from the Superintendent. The personal days shall be granted without pay, at the

discretion of the Superintendent. The professional days shall be granted with or without pay, at the discretion of the Superintendent. This Section shall not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE XI
WORK SCHEDULE

1. Each employee shall be provided with a daily duty free lunch period of thirty (30) minutes, without pay, during the regular workweek.
2. Work day – The normal day shall be as follows:

1)	Library Assistants	5 to 8 hrs
2)	Secretary to the Director of PSSS	7-1/2 hrs
3)	Principals' Secretaries	7-1/2 hrs
4)	Central Office Bookkeepers	7-1/2 hrs
5)	CNHMS Secretary	5 hours
6)	CHS Secretary	7-1/2 hrs
7)	Central Office Secretary	7-1/2 hrs
8)	Guidance Secretaries	7-1/2 hrs
9)	Secretaries	3.5 to 4 hrs
10)	Maintenance Secretary	7-1/2 hrs
11)	Central Office Bookkeeper	7-1/2 hrs
12)	Special Education Secretary	7-1/2 hrs
13)	Special Education/PSSS Secretary	7-1/2 hrs
14)	Secretary/Bookkeeper Food Services	5 to 6 hrs
15)	Clerk/Receptionist	7 hrs

The Board may alter the normal work day for individual employees after notice, discussion and agreement with the Union.

3. Work Week:
 - a. The normal workweek, except as otherwise specified herein shall be five (5) days long (37-1/2 hours) Monday through Friday.
 - b. The Central Office Secretary shall work the normal work week and shall be assigned secretary duties when not assigned Board clerk duties.

4. Work Year:

- a. Secretary to the Director of PSSS, Human Resource Specialist, Central Office Bookkeepers, and the Maintenance Secretary

The work year shall be 261 days including paid vacation, and holidays. Said personnel will work or take vacation during the Christmas School vacation as approved by their supervisor.

- b. Central Office Secretary

The work year shall constitute 261 days. Said personnel shall perform their duties on all days that school is in session, and shall be on duty either the spring or winter vacation at the discretion of their respective supervisor. Said personnel shall not work during the Christmas School vacation.

- c. High School Principal Secretary, High School Secretary, High School Secretary

The work year shall consist of 210 days. Said personnel shall perform their duties on all days that school is in session, and shall be on duty either the spring or winter vacation at the discretion of their respective supervisor.

- d. Elementary and Middle School Secretaries, Middle School Guidance, Secretary/Bookkeeper Food Services, and Special Education /PSSS Secretary

The work year shall consist of 200 days. Said personnel shall perform their duties only on days that school is in session, with the remaining time assigned at the beginning and/or end of the school year by the immediate supervisor. Additional days may be assigned by the building principal.

- e. Library Assistants and Special Education Secretary

The work year shall consist of 190 days. Said personnel shall perform their duties only on days that school is in session, with the remaining time assigned at the beginning and/or at the end of the school year by the building principal or immediate supervisor.

f. Clerk/Receptionist

The work year shall consist of 202 days. Said personnel shall perform their duties only on days that school is in session, with the remaining time assigned, at the beginning and/or at the end of the school year by the immediate supervisor.

g. High School Guidance Secretary

The work year shall consist of 215 days. Said personnel shall perform their duties on all days that school is in session, and shall be on duty either the spring or winter vacation at the discretion of their respective supervisor.

h. The Board may alter the normal work year after notice, discussion and agreement with the union.

5. The Board shall provide substitute secretary coverage whenever the Superintendent deems such coverage necessary and a suitable substitute is available.

ARTICLE XII
HOLIDAYS

1. All employees shall be provided at Board expense the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Day after Christmas
Labor Day	

Employees will be eligible for two (2) floating holidays. Employees may request approval for the date of the floating holidays from the Administration. The Administration shall have discretion to determine whether the requested dates are appropriate based on the needs of the District.

In addition, all employees working to or through the July 4th holiday shall be paid for the holiday.

2. All employees shall work a full day before the Thanksgiving and Christmas holidays unless the school calendar specified early release.

ARTICLE XIII
EMERGENCY SCHOOL CLOSURE

In the event of inclement weather or emergency and school is dismissed early or there is a delay in school opening, employees will receive full credit for their regular working hours and suffer no loss in pay, provided that employees must remain at their workplaces for one (1) hour after the students are dismissed or until dismissed by the appropriate building principal or administrator.

ARTICLE XIV
INSURANCE

1. An employee regularly working twenty (20) or more hours per week may elect health insurance coverage from one of the plans described below:

Preferred Provider Plan

Preferred Provider Plan with the following:

- A. Thirty dollar (\$30) office co-pay.
- B. Five hundred dollar (\$500) in-patient hospitalization co-pay.
- C. Seventy-five dollar (\$75) emergency room co-pay.
- D. Seventy-five dollar (\$75) urgent care co-pay.
- E. Two hundred fifty dollar (\$250) outpatient surgery co-pay.
- F. Three-Tier Drug Program:
 1. Ten dollar (\$10)/twenty-five dollar (\$25)/forty dollar (\$40) co-pay.
 2. Unlimited annual maximum.
 3. Two (2) times the applicable co-pay for mail order for a ninety (90) day supply.

Employees who elect the Preferred Provider option shall pay 13.0% of the premium costs in 2017-2018; 13.5% in 2018-2019; and 14.0% in 2019-2020.

HSA Plan

High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) feature, including the following components:

A.

Cost Share Provisions	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20%/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-Insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

B. The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. 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 active 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.

Employees who elect the High Deductible Health Plan (HDHP) option shall pay 13.0% of the premium costs in 2017-2018; 13.5% in 2018-2019; and 14.0% in 2019-2020.

2. The Board shall provide the Co-pay Dental Plan with Rider A and Vision Care Rider to the employee and any enrolled dependents, subject to the premium cost sharing formula for the Preferred Provider Plan. Any employee may purchase full Dental provided that 100% of any additional costs are borne by the participating eligible employee.

Nothing herein shall be interpreted to prevent the Board from obtaining coverage which is substantially equivalent when considered as a whole from alternative insurance carriers, or through self-insurance, so long as there is no interruption in coverage.

3. Each employee who is laid off or voluntarily separates after ten (10) years of service to the Coventry Board of Education, the Board shall make available for the employee and spouse to purchase at 100% of the group rate, the Board's Group Insurance Program for the duration of this contract, until the employee has reached Medicare eligibility.

Participation in the Health Insurance Plan shall be subject to Medicare regulations. Upon becoming eligible for Medicare, the former employee and spouse may no longer purchase the Board group insurance plans available to active employees, but may continue to purchase, at their own expense, Medicare supplement plans offered by the Board, subject to the carriers rules and regulations. The former employee shall pay the full cost of these any such Medicare supplements offered by the Board.

Participation in the Life Insurance Plan will cease upon separation from employment. Thereafter, employees may purchase, at their own expense, the Life Insurance Plan subject to the restrictions of the carrier.

4. The Pension Plan is hereby made a part of this agreement and annexed as Appendix C. The Pension Plan is handled through the Pension Committee appointed by the Town Council. The pension proposals, upon completion of negotiations with the Town, shall become a part of this agreement as an addendum.
5. The employer will offer payment in lieu of benefits to each eligible employee. Eligible employees for the purpose of this provision shall be all those electing this benefit on or before June 30, 2017. The amount to be paid shall be made in two (2) equal payments of one thousand dollars (\$1000.00) for family coverage, seven hundred and fifty dollars (\$750.00) for two person coverage and five hundred dollars (\$500.00) for individual coverage in the first pay period of December and June of each contract year.
6. The Board will provide a \$50,000 term life insurance policy for the individual employee with AD&D at the Board expense. The Board will offer to the employees, at no cost to the Board, short term/long term individual disability insurance.

ARTICLE XV LAYOFFS AND SENIORITY

1. If the Board intends to lay off an employee, a two-week notice of termination shall be given. Layoffs shall be on the basis of

qualifications. Qualifications shall be defined as seniority, overall performance record, and education.

2. Laid off employees shall have recall rights within their professional capabilities for a period of two complete years from the date of layoff. Upon recall, the employees must respond within five (5) days, in writing, to the Superintendent or his designate. Failure to do so shall result in forfeiture of recall rights.
3. For purposes of this Article, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire.
4. All new employees shall serve a probationary period of ninety (90) working days and shall have no seniority rights during this period. A probationary employee may be disciplined or discharged without recourse to the grievance procedure, but shall be subject to all other terms and condition of this Agreement.
5. The Board shall prepare a list of employees showing their seniority in length of total service with board, and deliver the same to the union president and union secretary on December 1st of each year. Unless the union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract. Upon completion of their probationary period new employees shall be added to the list.

ARTICLE XVI
LONGEVITY

For employees hired on or before July 1, 2011, each employee who is at or beyond the maximum step of his/her classification level on 30 June and who will meet the service requirement during the contract year shall receive a longevity payment during the first payroll week in December (provided the employee is in-service to the Board at that time), as follows:

9 – 12	years of service	\$ 450.00
13 – 15	years of service	\$ 600.00
16 – 19	years of service	\$ 700.00
20 +	years of service	\$1,050.00

ARTICLE XVII
GRIEVANCE PROCEDURES

1. Purpose – The purpose of this procedure is to secure at the lowest possible administration level, equitable solutions to problems, which may arise due to the interpretation and/or application of this contract. Both parties agree that these proceeding shall be kept as confidential as may be appropriate. A “grievance” shall be defined as an alleged violation, misinterpretation or misapplication of a specific term of this Agreement.
2. Procedure – Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limit may be extended upon mutual agreement between the Board and the Union.
3. Step 1 – Principal or Immediate Supervisor – An employee with a grievance or dispute shall first discuss it with his/her immediate supervisor or principal, either directly or through a Union representative, with the object of resolving the matter. Within seven (7) workdays, the principal or immediate supervisor shall attempt to adjust the matter and shall respond in writing to the aggrieved member and/or Union representative.
4. Step 2 – Superintendent of Schools – In the event that such aggrieved member is not satisfied with the disposition of his/her grievance at Step 1, or in the event that no decision has been rendered in the time limits specified he/she may give the grievance in writing within seven (7) work days directly to the Superintendent of Schools. The Superintendent shall represent the administration at this level of the grievance procedure. Within seven (7) workdays after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an attempt to resolve it. The aggrieved person may be accompanied by a representative of the Union. The results of this meeting and the Superintendent’s response must be presented to the Coventry Education Secretaries Union in writing within the same seven (7) work days.
5. Step 3 – Board of Education – In the event that the aggrieved is not satisfied with the disposition of his/her grievance at Step 2, or in the event no decision has been rendered within the stipulated seven (7) work days, he/she may file a written grievance within seven (7) days with the Chairman of the Board by registered mail. Within ten (10) workdays after receiving the written grievance, the Board shall meet with the aggrieved for the purpose of resolving the grievance. The

aggrieved may be accompanied by a representative of the Union. The ultimate decision of the Board at Step 3 shall be rendered in writing within five (5) workdays.

6. **Step 4 – Impartial Arbitration –** In the event that the aggrieved member of the Union is not satisfied with the disposition of his/her grievance at Step 3, within ten (10) work days after he/she has met with the Board, he/she may submit the grievance in writing to the Board of Mediation and Arbitration with a copy to the Superintendent of Schools in Coventry. Said Board shall hear and act on such dispute in accordance with its rules and regulations, but shall not have the power to add to, subtract from or modify this Agreement in any way. The decision of the Arbitrator(s) shall be final and binding on the parties, and the Arbitrator(s) shall be requested to issue a decision within twenty (20) days after the conclusion of testimony and argument.
7. Expenses for the Arbitrator(s)' services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, they may cause such record to be made at their own expense.

ARTICLE XVIII **PERSONNEL RECORDS**

1. An employee's personnel file shall be defined in accordance with Section 31-128 of the Connecticut General Statutes, which defines a personnel file as papers, documents and reports, including electronic mail and facsimiles, pertaining to a particular employee that used or have been used by an employer to determine such employee's eligibility for employment, promotion, additional compensation, transfer, termination, disciplinary or other adverse personnel action including employee evaluations or reports relating to such employee's character, credit and work habits, as same may be amended from time-to-time.
2. Any employee covered by the Agreement shall at his or her request be allowed to review his or her personnel file after having given one (1) working day's notice.
3. No new material shall be placed in an employee's file unless the employee has had the opportunity to read it, sign it and retain a copy of it. If the employee refuses to sign any new material to be placed in an employee's file then it shall be noted on the document, signed by the administrator and a copy given to the employee.

4. If there is disagreement with any information in a personnel record, the Board and the employee may mutually agree to remove or correct it. If agreement is not reached the employee may submit a written statement explaining his or her disagreement. This statement must be retained in the personnel record.

ARTICLE XIX
STRIKE – LOCKOUT – DISCRIMINATION

1. The employees expressly agree that during the life of the contract there will be no strikes, slowdowns, work stoppages, or mass resignations or other similar forms of interference with the operation of the Board.
2. The Board agrees that it will not lockout the employees covered by this contract during its term.
3. There will be no discrimination, coercion or intimidation of any kind against any employee of the Board for any reason cited by Conn. Gen. Statute 46a-060, either by the Board or the Union.

ARTICLE XX
SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected.

ARTICLE XXI
UNION SECURITY AND DUES DEDUCTION

1. Each employee covered by this Agreement shall be required, as a condition of continued employment, to become a member of the Union or pay an agency fee on or within thirty (30) days of the date of hiring or the effective day of this Agreement, whichever is later. Said agency fee shall be in an amount determined by the Union in accord with applicable law.
2. Upon receipt of a signed authorization from the employee involved, the Employer agrees to deduct from the pay of all its employees such membership dues or agency fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any

extension thereof. The Union agrees to indemnify and hold the Employer harmless for any and all claims, judgments, loss or damage, including court costs, attorney's fees, and other costs arising out of the enforcement of this Article, whether in judicial, administrative, arbitration or other proceedings.

3. The deduction of any month shall be made during the regular payroll week of said month and shall be remitted to Council #4 together with a list of names of employees from whose wages such deductions have been made, not later than the last day of such month.
4. The Employer will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Council #4 Office, by the Employer within thirty (30) days after signing of this Agreement.

ARTICLE XXII **MILEAGE REIMBURSEMENT**

The Board shall pay the IRS rate, the adjustment to be made within thirty (30) days of publication, to any employee who provides his/her own transportation on school related duties when they have approval in advance from the Board or its delegate and have met criteria in Board procedure for mileage reimbursement.

ARTICLE XXIII **JURY DUTY**

Any employee required to report for jury duty shall receive the difference in his/her pay, if any, from the employer during this period.

ARTICLE XXIV **WORKERS' COMPENSATION**

In the event the employee is absent from work because of a job-related injury and receives workers' compensation payments, the Board shall pay the difference between the employee's regular pay and compensation payments for a period not to exceed thirty (30) days. Should the absence continue beyond that time, the employee may use sick leave to the extent accrued, which shall be charged proportionately (1/3 of sick leave for each day of absence where workers' compensation pays 2/3d's of salary).

ARTICLE XXV
PRIOR PRACTICE

Nothing in this agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed prior to this Agreement, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XXVI
OVERTIME

1. For all hours worked in excess of two (2) hours beyond the employee's regularly scheduled hours per week, an employee shall be paid at the rate for time and one-half (1-1/2) their regular hourly rate.
2. Time and one-half (1-1/2) the regular hourly rate shall be paid for all work performed on Saturday.
3. Double time (2) shall be paid for all hours worked on Sunday.
4. Double time (2) shall be paid for all hours worked on holidays, in addition to holiday pay.
5. In the event of the necessity for overtime, the site manager (Principal, Director, and Maintenance Supervisor) shall contact the Superintendent or his/her designee for approval. The site manager, then, shall ask the employee who normally performs that duty to work overtime. The number of hours worked overtime shall be documented by the site manager and forwarded to payroll for payment. In case of emergency, the site manager may approve overtime without the prior approval of the Superintendent or his/her designee.
6. In the case of overtime being necessary as a result of the school building project, all employees shall be paid as above, for all hours worked. If called back to work, all employees shall receive a minimum of two (2) hours pay.

ARTICLE XXVII
DURATION

The provisions of this Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30,

2020, except that it may be amended at any time by mutual written agreement.

ARTICLE XXVIII
MANAGEMENT RIGHTS

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 and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working forces, including, but not limited to, the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of the Board business from time to time to change or abolish such policies, practices or deviate from procedures, practices or policies in exceptional cases after notice to and discussion with the Union.
- 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 operations of the Board.
- e) To employ, transfer, promote or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board.
- f) 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, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g) To insure that incidental duties connected with school operations whether enumerated in job descriptions or not, shall be performed by employees.
- h) To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purpose or intention of

undermining the Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall continue to be so performed, unless, in the sole judgment of the Board it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Board and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement. The manner or exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE XXX
VACATION

1. Ten (10)-month school session employees hired before July 1, 2014 shall be given paid vacation after having completed six (6) months of service with the Board. They shall be entitled to:

After completing six (6) months of service	Five (5) days
Start of the 6 th year of service	Ten (10) days

2. Twelve (12)-month (full-time employees) hired before July 1, 2014 shall be given vacation with pay on the following basis.

Employees hired after the start of the contract year (six months employment must be completed before vacation may be taken)	1/day/month (maximum-10 days)
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One (1) year service	Ten (10) days
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Start of the 6 th year of service	Fifteen (15) days
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Start of the 11 th year of service	Twenty (20) days
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Start of the 16 th year of service	Twenty-three (23) days
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Effective July 1, 2014, all employees hired on or after that date shall accrue vacation time for each completed month of service on a prorated basis. For example, in the first year of service, a new twelve (12) month employee shall accrue 0.833 days per month up and until the start of their sixth year of service, at which time the accrual shall be 1.25 days per month. Employees hired on or after July 1, 2014 may carry over up to five (5) vacation days each year.

There shall be no vacation payout or running out of vacation time. Vacation may not be used in greater than two (2) week blocks and is subject to approval by the Superintendent of Schools or his/her designee.

In witness whereof the parties hereto have set their hand

This 21st day of July, 2017.

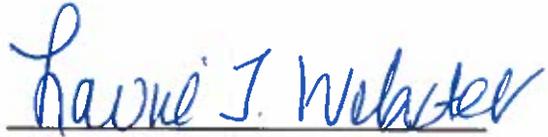
For the Board of Education:

For the Union:



William Oros
Chairperson,
Board of Education

Leslie Reed
Union Neg. Committee



David J. Petrone, Ed.D.
Superintendent of Schools

Laurie Webster
Staff Representative,
Connecticut Council #4
AFSCME, AFL-CIO

APPENDIX A
CLASSIFICATION LEVELS

Level 2 - Substitutes at Step 1 of the Wage Schedule

**Level 3 - Secretary (CGS, GHR, CNHMS, CHS)
Library Assistant (CGS, GHR, CNHMS)
Clerk/Receptionist Central Office**

**Level 4 - Principal Secy. (CGS, GHR, CNHMS, CHS)
Special Education Secretary
Special Ed/PSSS Secretary
Guidance Secretary (CHS, CNHMS)**

**Level 5 – Secretary Director PSSS
Secretary Maintenance
Central Office Bookkeeper
Central Office Secretary
Secretary/Bookkeeper Food Services**

APPENDIX B
WAGE SCHEDULES

	2017-2018				
	step 1	step 2	step 3	step 4	step 5
Level 1					
Level 2	17.86	18.50	19.07	19.80	20.41
Level 3	18.50	19.07	20.12	20.41	21.09
Level 4	19.07	19.80	20.41	21.09	21.80
Level 5	19.80	20.41	21.09	21.80	22.58

	2018-2019				
	step 1	step 2	step 3	step 4	step 5
Level 1					
Level 2	18.22	18.87	19.45	20.20	20.82
Level 3	18.87	19.45	20.52	20.82	21.51
Level 4	19.45	20.20	20.82	21.51	22.24
Level 5	20.20	20.82	21.51	22.24	23.03

	2019-2020				
	step 1	step 2	step 3	step 4	step 5
Level 1					
Level 2	18.58	19.25	19.84	20.60	21.24
Level 3	19.25	19.84	20.93	21.24	21.94
Level 4	19.84	20.60	21.24	21.94	22.68
Level 5	20.60	21.24	21.94	22.68	23.49

