

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NORTH CANAAN BOARD OF EDUCATION**

**and**

**NORTH CANAAN ELEMENTARY SCHOOL  
EMPLOYEES LOCAL 1303-269 OF COUNCIL 4  
AFSCME, AFL-CIO**

**July 1, 2009 through June 30, 2011**



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This Agreement is made and entered into between the North Canaan Board of Education (hereinafter referred to as the Board) and North Canaan Elementary School Employees Local 1303-269 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

## **ARTICLE I** **MANAGEMENT RIGHTS**

### **Section 1.0**

Except as specifically surrendered or abridged by the express written provisions of this agreement, the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the North Canaan Board of Education and all its aspects including, but not limited to, decisions on the needs for school facilities; determination regarding the care, maintenance and operations of buildings, lands, apparatus and other property used for school purposes; the employment, assignment, scheduling, and transfer of employees; the acquisition, control and regulation of all property; and the employment and supervision of all employees in the organization and administration of the North Canaan Board of Education. No action taken by the Board with respect to such rights, responsibilities and prerogatives should be subject to the grievance provisions of this agreement, except as is otherwise provided for in this agreement. The "Superintendent of Schools," as used in this agreement, shall mean the superintendent or his or her designee. The term "Board of Education" or the "Board", as used in this agreement shall mean the North Canaan Board of Education or its designee.

## **ARTICLE II** **RECOGNITION**

### **Section 2.0**

The Board hereby recognizes the Union as the sole and exclusive representative for all non-certified employees pursuant to the Connecticut State Board of Labor Relations Case No. ME-12, 882, for all collective bargaining with respect to wages, hours and other conditions of employment for all non-certified employees including secretaries, administrative secretaries, teacher assistants, head custodian, custodians, cafeteria managers, cafeteria workers, computer technician, school nurse and school counselor employed by the North Canaan Elementary School, and excluding all others.

**ARTICLE III**  
**UNION SECURITY**

**Section 3.0**

Each employee who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each employee who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency service fee as a condition of employment within thirty (30) days. The Union agrees to hold the Board of Education harmless and indemnify the Board for any and all claims, demands, suits, damages or liabilities, including attorney's fees, related to or arising out of the implementation of this Article.

**Section 3.1**

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

**Section 3.2**

The monthly dues and/or service fees remittances to the Union will be accompanied by a list of names, and social security numbers of employees from whose wages such deductions have been made.

**ARTICLE IV**  
**DUES CHECK-OFF**

**Section 4.0**

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

**Section 4.1**

Deductions will be made twice per month and all sums deducted shall be remitted to the Council 4 Office no later than the end of each calendar month in which deductions are made. Said check shall be made payable to "Local 1303-269, AFSCME, Council 4."

**ARTICLE V**  
**HOURS OF WORK**

**Section 5.0 - Custodial and Maintenance**

The normal work week will consist of five (5) eight (8) hour days, Monday through Friday. This time will be inclusive of a half hour (1 /2) unpaid lunch period and two (2) paid fifteen (15) minute breaks daily. During scheduled school closings, all Custodial & Maintenance employees shall work from 7:00 A.M. to 3:30 P.M. which includes a half hour (1/2) unpaid lunch period.

**Section 5.1 - Work Hours**

The work day will generally be as listed below and includes a half hour (1/2) unpaid lunch period:

Head Custodian	6:30 A.M. - 3:00 P.M.
Custodians-Days	7:00 A.M. - 3:30 P.M.
Custodians-Nights	3:00 P.M. - 11:30 P.M.
Part-time Custodian Nights	4:30 P.M. - 8:30 P.M.

**Section 5.2 - Cafeteria Employees**

- a. Employees will be only be paid for actual days worked. The following shall constitute a paid work day, week and year:

<u>Titles</u>	<u>Hrs/Day</u>	<u>Work Year</u>	<u>Hrs./Week</u>	<u>Work Times</u>
Cafeteria Manager	7.0	174 days	35.0	7:30 AM - 2:30 PM
Cafeteria Worker	3.0-3.5	174 days	15.0-17.5	8:30 AM - 2:00 PM

- b. The normal work week will consist of five (5) school days, Monday through Friday.
- c. The Union and the Board recognize that the hours of the Cafeteria employees are subject to change based on the needs of the school district and enrollment. Accordingly, the Board reserves the right to change the hours of the Cafeteria employees and agrees to bargain the impact.

**Section 5.3 - Support Staff**

- a. The following shall constitute a paid work day, week and year:

<u>Titles</u>	<u>Hrs/Day</u>	<u>Work Year</u>	<u>Hrs./Week</u>	<u>Work Times</u>
Admin. Secretary	8.0	12 months	40.0	7:45AM - 3:45PM
Teacher Assistant	7.5	182 days	37.5	8:00AM - 4:00PM
Teacher Assistant	6.5	182 days	32.5	8:15AM - 3:15PM
Teacher Assistant	6.25	182 days	31.25	8:15AM - 3:00PM

<u>Titles</u>	<u>Hrs/Day</u>	<u>Work Year</u>	<u>Hrs./Week</u>	<u>Work Times</u>
Teacher Assistant	6.0	182 days	30.0	8:30AM - 3:00PM
Teacher Assistant	5.75	182 days	28.75	8:45AM - 3:00PM
Teacher Assistant	6.0	182 days	30.0	8:45AM - 3:15PM
Math Tutor	6.0	182 days	30.0	8:30AM – 3:00PM
Secretary/Receptionist	7.0	200 days	35.0	8:30AM - 3:30PM
Computer Tech.	7.0	200 days	35.0	8:15AM - 3:45PM
School Nurse	7.0	185 days	35.0	8:00AM - 3:00PM
School Counselor	7.0	185 days	35.0	8:15AM - 3:15PM

As part of the Teacher Assistant 182 days of employment they will be offered two professional development days.

- b. Any administrative secretaries hired after July 1, 1991, will have new hours as determined by the Board of Education. The normal work week for administrative secretaries will consist of five days, Monday through Friday and will include a half (1/2) hour paid meal period.
- c. During school closings, 1:00 PM dismissal days, and on school workshop days, the administrative offices shall be open during the period from 7:00 A.M. through 3:00 P.M. each day and all full-time (12 month) employees are expected to be on duty.
- d. Eight-hour employees will receive two (2) fifteen (15) minute paid breaks.

## **ARTICLE VI** **SENIORITY**

### **Section 6.1**

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

### **Section 6.2**

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

### **Section 6.3**

Seniority shall be lost for the following reasons:

- a. Voluntary quitting;
- b. Discharge for cause; and
- c. Failure to return to work from layoff from within ten days after being recalled.

#### **Section 6.4**

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

#### **Section 6.5**

New employees shall be considered probationary during their first ninety (90) days of employment. During such probationary period the employee shall not attain seniority rights under this agreement. The probationary employee will be subject to discharge by the Board and will not have access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. Health and life insurance benefits will be in force after the 90<sup>th</sup> day of employment.

#### **Section 6.6**

A seniority list shall be furnished to the Union annually on or about October 1<sup>st</sup> of each year, and unless mistakes are brought to attention of the Principal within thirty (30) days, the list shall be considered conclusive.

#### **Section 6.7**

- a. Layoffs shall be by seniority within classification. An employee scheduled for layoff shall bump the least senior employee within his job classification. In turn, any displaced employee shall exercise his or her bumping rights in this manner.
- b. An employee may elect a layoff in lieu of exercising his or her bumping right.
- c. The classifications for purposes of layoff shall be as follows: custodians, teacher assistants, secretaries, and cafeteria workers.

#### **Section 6.8**

Any employee who is to be laid off shall receive three (3) weeks notice whenever possible.

#### **Section 6.9**

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

### **Section 6.10**

When new jobs are created within the union or a vacancy occurs the Board shall post the job title for one (1) week, and each employee who is interested will have the opportunity to apply for said opening(s), provided he or she is qualified. The senior qualified employee shall be given first consideration for the job. If the senior employee is not promoted, consideration should then be given to the next senior employee in the unit who has applied for and is qualified for the position. The Board retains the right to fill positions from outside the unit and the system if no qualified employee from within applies.

### **Section 6.11**

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

### **Section 6.12**

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

## **ARTICLE VII** **OVERTIME**

### **Section 7.0**

Overtime will be paid in accordance with state law: time and one-half for time worked over forty hours in one week. Overtime requires prior approval by the Principal, except in cases of emergency.

### **Section 7.1**

Double the employee's hourly rate shall be paid to all employees who are called upon to work on a Sunday.

### **Section 7.2**

Double time shall be paid to all employees who are called upon to work on holidays.

**Section 7.3**

Employees shall be available for performing a reasonable amount of overtime work, daily or weekly, as part of their duties and responsibilities. All overtime work shall be offered equally to all employees within each classification.

**Section 7.4**

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

**Section 7.5**

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

**Section 7.6**

- a. To maintain overtime equalization within classification an employee who refuses overtime will be charged for those hours as if he had worked.
- b. The Board agrees to allow the Union stewards to examine the overtime worked records of each bargaining unit employee if a need arises.

**ARTICLE VIII**  
**HOLIDAYS**

**Section 8.0**

All twelve (12) month employees shall receive the following paid holidays.

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

Ten (10) month employees shall receive the following seven (7) paid holidays.

New Year's Day  
President's Day  
Memorial Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Christmas Day

**Section 8.1**

In those years in which New Year's Day or Christmas fall on a Saturday or Sunday, it shall be observed on Monday provided school is not in session.

**Section 8.2**

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

**Section 8.3**

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

**ARTICLE IX**  
**WAGES**

**Section 9.0**

The wage rates which shall be effective during the term of this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.

**Section 9.1**

When an employee is required to work away from the Board's premises he shall be paid his hourly earnings for all time spent traveling in addition to the current I.R.S. mileage rate per mile, if he should use his own vehicle for any reason.

**Section 9.2**

The Board shall continue to distribute payroll checks to all employees covered by this Agreement as presently practiced.

Employees shall have the option of receiving vacation pay on the last working day prior to vacation provided payroll has two (2) weeks notice.

### **Section 9.3**

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

## **ARTICLE X** **SICK LEAVE AND FAMILY ILLNESS DAYS**

### **Section 10.0**

Twelve (12) month employees shall earn fifteen (15) paid sick leave days per year. Ten-month employees shall receive 8 sick days leave per year. Sick leave days may be used for family illness for both 10 month and 12 month employees.

### **Section 10.1**

Such paid sick leave shall accumulate up to a maximum of one hundred and thirty (130) days for twelve-month employees and sixty-five (65) days for ten-month employees.

### **Section 10.2**

The principal must be notified of all absences. Sick leave will be used for personal illness or medical appointments, as outlined in Section 10.3 only.

### **Section 10.3**

Twelve (12) month and ten (10) month employee may use up to two (2) sick leave days per fiscal year for medical appointments that cannot be made outside of their working hours. Said time may also be taken in one-half (1/2) days or one-quarter (1/4) day increments.

### **Section 10.4**

An employee, whose attendance illustrates a pattern of sick time that indicates abuse will be required to obtain a physician's note at the request of the Principal, provided the Board of Education will pay for such visit to a physician.

### **Section 10.5**

- a. Upon retirement of an employee (with at least 20 years of service), he or she shall be paid twenty dollars per day (\$20) for all unused accumulated sick leave.
- b. Upon the death of an employee, the employee's estate shall be paid \$20 per day for all unused accumulated sick leave.

- c. The above payments (a) & (b) shall not exceed a maximum total of eighty (80) days for 12-month employees and forty (40) days for 10-month employees.

**ARTICLE XI**  
**BEREAVEMENT LEAVE**

**Section 11.0**

Employees shall be entitled to five (5) consecutive work days per incidence, non-cumulative, for a death in the employee's immediate family. Immediate family for purposes of this section is defined as spouse, parent, child, father-in-law, mother-in-law, grandparent, grandchild, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or other relative or dependent living in the employee's household.

**Section 11.1**

In extraordinary cases the Superintendent of Schools may grant additional time.

**Section 11.2**

In the event of critical illness in the immediate family of an employee, the employee shall receive up to three (3) days off with pay. Critical illness is when the physician requires the employee's presence at the bedside at the home or in the hospital.

**ARTICLE XII**  
**PERSONAL BUSINESS DAYS**

**Section 12.0**

Personal business days shall be used to attend to matters of a personal nature, which cannot be taken care of outside the work day.

**Section 12.1**

Twelve (12) month employees and ten (10) month employees may be absent for a total of three (3) paid days per year to attend to personal business.

**Section 12.2**

The employee shall receive prior approval before taking any personal days, except in the case of an emergency, by his or her principal.

**Section 12.3**

Personal business days may be used to tend to legal obligations, religious holidays, or for compelling household or family matters. Personal business days are not intended to be utilized for extending vacations. Personal business is business of a personal nature, which cannot be conducted outside the workday.

**Section 12.4**

Personal business days can not be accumulated.

**ARTICLE XIII**  
**VACATIONS**

**Section 13.0**

Each twelve (12) month employee hired before June 30, 2000 shall receive annual vacation with pay provided they meet the following scheduled years of service:

After 9 mos. but less than 1 yr.	5 days
After 1 yr. but less than 6 yrs.	10 days
After 6 yrs. but less than 12 yrs.	15 days
After 12 yrs.	23 days

Each twelve (12) month employee hired after July 1, 2000 shall receive annual vacation with pay provided they meet the following scheduled years of service:

After 9 mos. but less than 1 yr.	5 days
After 1 yr. But less than 6 yrs.	10 days
After 6 yrs. but less than 12 yrs.	15 days
After 12 yrs.	18 days

**Section 13.1**

The vacation period shall be July 1 through June 30 of each year.

**Section 13.2**

The vacation schedule will be set between the appropriate administrator and the employee. If the vacation schedule cannot be resolved, the appropriate administrator will have the final determination with respect to vacation scheduling.

Conflict between two eligible employees requesting the same vacation time will be resolved by granting the most senior employee's request.

### **Section 13.3**

An employee may carry over up to five (5) vacation days into the next fiscal year, at which time they must be taken. Once elected this option cannot be used again for a period of three (3) years.

## **ARTICLE XIV** **LEAVE PROVISIONS**

### **Section 14.0**

Personal leave of absences without pay may be granted by the Board of Education for thirty (30) days renewable up to ninety (90) days. During this period an employee shall not lose seniority or any benefits under the terms of the agreement.

### **Section 14.1**

Absence for jury duty shall be granted when an employee is required to serve. Such employee shall be paid in conformance with Connecticut State Statute, Section 51-247.

### **Section 14.2**

Military leave will be granted in accordance with state law.

### **Section 14.3**

- a. Maternity leave will be granted in accordance with state law. Paid leave for medical disability shall not exceed cumulative sick leave.
- b. During the period of disability leave, the Board shall pay for the employee's fringe benefits, including insurance.
- c. Any leave granted after the disability shall be child rearing leave and not maternity leave. Such leave shall be without compensation and the employee may continue under the health insurance program at his or her own expense at the group rate.
- d. If, at the end of maternity leave and upon submission of satisfactory medical evidence concerning the employee's condition and upon the further submission of evidence satisfactory to the Board the employee is able to resume her normal duties, the employee shall be reinstated to a position the same or comparable to the position she held prior to the commencement of maternity leave.

**ARTICLE XV**  
**INSURANCE**

**Section 15.0**

Effective July 1, 2009, the Board shall provide at its expense the following for each employee who works over thirty (30) hours per week and dependents:

- a. Home/office visit co-pay of \$20.00; Inpatient co-pay of \$150.00; Outpatient co-pay of \$150.00; and an emergency room and urgent care co-pay of \$75.00.
- b. Blue Cross/Blue Shield Public Sector 3 Tier Formulary Prescription Drug Plan with a \$3,000 cap After the cap is met, the deductible amounts are \$200/\$400/\$500. After the deductibles have been met, claims be reimbursed to the employee at 80% from Anthem. The member will pay 20%, up to the out of pocket maximums of \$1,000/\$2,000/\$2,500.

The prescription drug co-pay levels are as follows: Generic \$10; Preferred \$25; and Non-preferred - \$40. Two times (2x) mail order co-pay. Prescription override available.

Effective July 1, 2010, the Board shall implement a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) including the following components:

- (i) Annual deductibles of \$1,500/\$3,000
- (ii) 100% in-network co-insurance; 80%/20% out of network co-insurance
- (iii) Out of pocket maximums of \$1,500/\$3,000 in network, \$3,000/\$6,000 out of network.
- (iv) Preventative Care Rider
- (v) Prescriptions included in above deductibles. Once deductibles are met, purchases would be subject to co-insurance listed above.
- (vi) The following premium cost sharing arrangements shall be in effect for the Lumenos Health Plan, Anthem Blue Cross/Blue Shield of CT's High Deductible Health Plan.

2010-2011 Employees shall pay (3%) of the premium cost for the HDHP.

The Board will contribute into a HDHP for each employee selecting the HDHP at a level equal to 75% of the applicable deductible amount (\$1,125 for single and \$2,250 for two-person and family). The Board's contributions will be deposited into HSA accounts throughout the course of the work year, on the Board's payroll dates. The Board shall have no obligation to fund any portion of the HAS deductible amount for retired employees or other individuals upon their separation from employment.

- c. The dental plan is 100% preventative, 80% restorative and 50% major, with no deductibles will include an annual benefit capped at \$1,500/member.

### **Section 15.1**

The following premium cost sharing shall be in effect.

- a. For the period July 1, 2009 to June 30, 2010, the Board will pay ninety three percent (93%) and the employee will pay seven percent (7%) of the premium cost for the insurance;
- b. For the period July 1, 2010 to June 30, 2011, the Board will pay ninety one(91%) and the employee will pay nine percent (9%) of the premium cost for the insurance;

### **Section 15.2**

The Board shall maintain a Section 125 pre-tax deduction in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provision) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other cost or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

### **Section 15.3**

Employees who choose to waive their coverage through the Board shall receive \$ 1.00 per hour worked in lieu of such coverage. The \$ 1.00 figure will not be used when calculating wage increases.

Employees hired after July 1, 2006 who chose to waive their coverage through the Board shall not receive \$1.00 per hour worked in lieu of such coverage.

### **Section 15.4**

The Board shall provide at its own expense, for each employee, group life insurance in the amount of \$75,000 per policy stipulations.

### **Section 15.5**

The Board, upon consultation with the union, may change its insurance carrier from the above-mentioned insurance programs provided the new insurance carrier's coverage results in coverage equivalent to existing coverage including administration, benefits and delivery of services.

## **ARTICLE XVI ANNUITY**

### **Section 16.0**

Effective July 1, 2006, an annuity will be funded for each employee with the Board of Education paying eight percent (8%) of the employee's salary, except as stipulated in Article XXV . Only employees who work greater than twenty hours per week will be eligible. An employee will not be eligible until his or her first anniversary.

## **ARTICLE XVII UNION REPRESENTATION**

### **Section 17.0**

Release time without loss of pay shall be provided for two (2) union officials to attend grievance and arbitration hearings, which cannot be scheduled outside of work time.

### **Section 17.1**

Release time without loss of pay shall be provided for attendance at union meetings, commencing at 3:15pm for up to 3 hours, annually.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

**Section 18.0**

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

**Section 18.1 - Step I**

The employee, or the Union, shall reduce the grievance in writing and submit it to the immediate supervisor within seven (7) days from the informal step as outlined above. The supervisor shall schedule a meeting with the employee, union steward and president within seven (7) days of receipt of the grievance. The supervisor shall give his or her written answer to the grievant within fourteen (14) days after the meeting.

**Section 18.2 - Step II Superintendent**

In the event the employee or Union is not satisfied with the disposition of the grievance at Step 1, it shall file the grievance with the Superintendent of Schools within fourteen (14) days after receipt of the supervisor's answer. The Superintendent shall meet with the employee, Union Steward and President within fourteen (14) days of receipt of the grievance. The Superintendent shall give his written response to the grievance within fourteen (14) days after the meeting.

### **Section 18.3 - Step III - Board of Education**

- a. If the grievance is not resolved in Step 11, the grievant shall have the right to present the grievance in writing to the Board of Education within seven (7) days from the decision that was rendered in Step II.
- b. The Board of Education shall have a meeting within thirty (30) days after the receipt of the grievance, at which time it shall meet with the grievant and with the representative(s) of the Union for the purpose of resolving the grievance.
- c. The Board shall, within fourteen (14) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Union.

### **Section 18.4**

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

## **ARTICLE XIX** **ARBITRATION**

### **Section 19.0**

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

### **Section 19.1**

The arbitrator shall have no power to add to, subtract from, alter or modify this agreement.

## **ARTICLE XX** **DISCIPLINE AND DISCHARGE**

### **Section 20.0**

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

**ARTICLE XXI**  
**MISCELLANEOUS**

**Section 21.0**

The Board shall allow bulletin board space at each work-site for the Union's use. These are to be designated as employee's bulletin boards.

**Section 21.1**

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

**Section 21.2**

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

**Section 21.3**

If the Board requires employees to receive annual physicals, the examination shall be at no cost to the employee and shall be conducted during working hours, but no more than 4 hours loss of work-time will be paid.

**Section 21.4**

Employees who are scheduled to work on snow days shall make an effort to arrive at work. Employees who are late or cannot arrive at work due to conditions can charge those late hours or absence to their paid personal days or vacation days. This provision is limited to sixteen (16) hours per school year.

**Section 21.5**

The Board or its agents may approve education workshops and work related seminars for employees. If same is approved, the fees, lost time hours if held during working hours, and mileage shall be paid for the employee.

**ARTICLE XXII**  
**DURATION**

**Section 22.0**

This Agreement shall take effect on July 1, 2009 and shall remain in full force and effect until June 30, 2011. This Agreement shall be considered automatically renewed, unless either party shall, or on before the 150th day prior to June 30, 2011 serve written notice by certified mail on the other party to modify, change, or amend this Agreement except as otherwise specified.

**ARTICLE XXIII**  
**SAVINGS CLAUSE**

**Section 23.0**

If any provisions of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.

**ARTICLE XXIV**  
**SAFETY AND HEALTH**

**Section 24.0**

Both parties to the Agreement hold themselves responsible for mutual, cooperative enforcement of health and safety regulations.

**ARTICLE XXV**  
**BENEFITS - SCHOOL NURSE AND SCHOOL COUNSELOR**

**Section 25.0**

The School Nurse and School Counselor are 10-month exempt salaried positions. All terms of this contract apply to these positions with the following exceptions / modifications:

	<u>Counselor</u>	<u>School Nurse</u>
Sick Leave -	8 day/year 60 day accumulation	15 day/year 60 day accumulation
Sick Leave Payout -	N/A	N/A
Premium Share Co-Pay -	12.0% - 2009/2010 14.0% - 2010/2011	12.0% - 2009/2010 14.0% - 2010/2011
Annuity -	7.0%	8.0%
Holidays -	N/A	N/A

**APPENDIX A**  
**WAGES**

	<b><u>Effective</u></b> <b><u>07/01/09</u></b>	<b><u>Effective</u></b> <b><u>07/01/10</u></b>
Head Custodian	\$ 24.94	\$ 25.44
Assistant Head Custodian	18.86	19.24
Custodian	18.44	18.81
Administrative Secretary	22.46	22.91
Cafeteria Manager	19.11	19.49
Cafeteria Worker	15.54	15.85
Cafeteria Assistant	13.23	13.49
Teacher Assistant 1	13.13	13.39
Teacher Assistant 2	14.26	14.55
Teacher Assistant 5	15.33	15.64
Math Tutor	13.87	14.37
Computer Technician	18.43	18.80
Receptionist/Secretary	16.50	16.83
School Nurse	41,564	42,395
School Counselor	61,124	62,346

Newly hired Teacher Assistants will be hired at the wage rate for Teacher Assistant 1.

Effective July 1, 2003, the Board shall provide a payroll direct deposit for employees who so choose, at a bank of their choice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by its mutually authorized officers and representatives as of this 30 day of October 2009.

NORTH CANAAN  
BOARD OF EDUCATION

NORTH CANAAN ELEMENTARY  
SCHOOL EMPLOYEES LOCAL 1303-269  
OF COUNCIL 4, AFSCME AFL-CIO

Martha A. Scott  
Board Chairman

Niel Wood  
Union President

Marjorie Gandolfo  
Bonnie DeMatte  
Elin Cornell  
Diana Rivard

Tim Applegate, Staff Representative

**APPENDIX B**  
**SICK LEAVE BANK**

**GUIDELINES FOR THE SICK LEAVE BANK**

1. Membership
  - a. In order to become a member, an employee must contribute or make application to contribute to the Sick Leave Bank.
  - b. Each union member shall be permitted to contribute two (2) days from his/her sick leave accumulation reserve each school year to a “Sick Leave Bank” which shall be established to aid union members who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of one hundred fifty (150) days. Contributions of days will be accepted during the month of September only.
  - c. Contribution of days will constitute membership for a minimum of that contributing year and the years thereafter until your days are used. To maintain membership in the Sick Leave Bank after your days are used, you must contribute again in order to be eligible to draw against the Bank.
  - d. Withdrawal from the Bank will be in the same order as days received.
  - e. Any days remaining in the Sick Leave Bank as of September 1<sup>st</sup> of a given year will be rolled over to the next year.
  - f. Days will be deposited into the Bank according to date and time of receipt.
  - g. If the Bank is “full” (150 days), your days will be placed on a “wait list” and will automatically be deposited as of September 1<sup>st</sup> of the following year if days are withdrawn. Your intent to contribute will constitute membership even if your days are not immediately deposited.
2. When an employee has exhausted all available sick leave, application for additional days from the Sick Leave Bank may be made. An application for days from the Sick Leave Bank must be completed, accompanied by a physician’s statement describing the illness and offering a prognosis for a date of return to work.
3. A member may withdraw a total of 30 days per year from the Sick Leave Bank.
4. The Sick Leave Bank Committee may grant up to 20 days from the Sick Leave Bank upon receipt of initial application.
5. If the 20 school days granted are exhausted, the employee may request an additional grant of up to 10 days. An up-to-date physician’s statement is required.
6. All fees required by a physician are to be borne by the employee.
7. In determining a grant of sick days, the Committee will consider such criteria as: the employee’s statement of illness, the physician’s or medical professional’s submitted statement(s), employment records, history of the use of sick time, the results of

Committee investigations and such additional materials as are available to the Committee. It is not intended that routine and regular use of sick days will be reimbursed through the Sick Leave Bank.

8. The Committee has the right to require a second physician's opinion, chosen by the Board of Education members of the Committee, and a third physician's opinion, chosen by the AFSCME members of the Committee.
9. Decision of the Committee are final and without establishing precedents for similar requests.

As per AFSCME Contract dated July 1, 2009 through June 30, 2011, the following conditions shall apply:

- a. Additions to the Bank shall be made at the beginning of each school year.
- b. A person withdrawing from membership in the Bank will not be permitted to withdraw the contribution days.
- c. Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
- d. Sick leave shall mean the leave the employee has for that year plus his/her accumulation.
- e. The Sick Leave Bank will be administered by a Committee of six (6), three (3) of whom shall be appointed by the AFSCME Local 1303-269 and three (3) of whom shall be appointed by the Superintendent.

The Committee may establish further guidelines assuming that such guidelines are in concert with the conditions of the contract and the policies of the Board of Education.

## **SICK LEAVE BANK COMMITTEE**

1. Committee membership shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by AFSCME Local 1303-269. Each group shall have a designated alternate who is well versed on the workings of the Sick Leave Bank.
2. The Committee will be responsible for:
  - a. making sure deposits and deductions of sick days are in order;
  - b. acting upon applications for membership and withdrawals in a timely fashion;
  - c. meeting in late August before each school year to review annual practices and make adjustments as needed; i.e., to ready the Bank for the following year.
3. Vote shall be by simple majority.
4. Chairperson and Secretary will be appointed by the Committee. A quorum shall consist of a simple majority. (2 members from each group)
5. The Chairperson shall be responsible for record keeping on a daily basis.
6. The Secretary shall take minutes when the Committee deliberates and makes a decision concerning an application for sick days.

**SICK LEAVE BANK PARTICIPATION AGREEMENT**

Name of Employee: \_\_\_\_\_ Position: \_\_\_\_\_

Check One:

\_\_\_\_\_ I give permission for the Sick Leave Bank Committee to take two (2) of my sick days and place them in the Sick Leave Bank for use by a fellow member whose application is approved by the Sick Leave Bank Committee. I understand that donated days, when accepted, will be deducted from my accumulation of sick days.

\_\_\_\_\_ I do not wish to participate in the Sick Leave Bank.

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

This form is to be returned to \_\_\_\_\_

Date Received by Committee: \_\_\_\_\_ Time: \_\_\_\_\_

**ACTION TAKEN BY COMMITTEE/DESIGNEE:**

\_\_\_\_\_  
Committee Designee Signature

\_\_\_\_\_  
Date

Please check one:  
First application for the year \_\_\_\_\_  
Second application \_\_\_\_\_

### SICK LEAVE BANK APPLICATION FORM

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

Address: \_\_\_\_\_

Position: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

1. I have used all accumulated sick leave time. Yes \_\_\_\_\_ No \_\_\_\_\_

If no, number of days remaining: \_\_\_\_\_

2. I have/have not previously been granted days from the Sick Leave Bank. If yes, give number of days and date(s): \_\_\_\_\_

3. I request \_\_\_\_\_ days. (20\* days maximum for the first request of the year, and 30 days maximum during any one school year).

4. I give the Sick Leave Bank Committee permission to examine my employment records, history of the use of sick time, and to call upon such other materials as they deem necessary.

5. Please attach your statement and a physician's statement of reasons.

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

All application documents are to be forwarded to: \_\_\_\_\_

Action on Request: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Reasons: \_\_\_\_\_

Signature for Committee: \_\_\_\_\_ Date: \_\_\_\_\_