

COLLECTIVE BARGAINING AGREEMENT

between

SALISBURY BOARD OF EDUCATION

and

**SALISBURY CENTRAL SCHOOL EMPLOYEES
LOCAL 1303-270 OF COUNCIL 4
AFSCME, AFL-CIO**

JULY 1, 2021 THROUGH JUNE 30, 2024

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This Agreement was made and entered into between the Salisbury Board of Education (hereinafter referred to as the Board) and Salisbury Central School Employees, Local 1303-270 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

ARTICLE I - RECOGNITION

Section 1.0

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-12,924, for all collective bargaining concerning wages, hours, and other conditions of employment for all non-certified employees, including secretaries, aides, teacher aides, library aides, head custodians, custodians, cafeteria managers, cafeteria aides, and the Computer Technician at the Salisbury Central School, excluding all others.

Section 1.1

The Board retains and will continue to retain, whether exercised or not, the rights, responsibilities, and prerogatives necessary to direct the operation of the Salisbury Board of Education and all its aspects except as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers and authority, and functions include but are not limited to decisions on the needs for school facilities; determination regarding the care, maintenance and operations of buildings, land apparatus, and other proper use of school purposes; the employment, assignment, and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; and the employment and supervision of all employees in the organization and administration of the Salisbury Board of Education. No action taken by the Board concerning such rights, responsibilities, and prerogatives should be subject to the grievance procedure 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 their designee. The term "Board of Education" or the "Board" as used in this Agreement shall mean the Salisbury Board of Education or its designee.

ARTICLE II - SAVINGS CLAUSE

Section 2.0

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

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 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.

Section 3.1

The Board agrees to deduct from the payment 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 a written notice at least thirty (30) days before 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 deductions(s). This statement is to be accepted by the Board.

Section 3.2

The monthly dues and/or service fees remittances to the Union will be accompanied by a list of names. Addresses and social security numbers of employees whose wages such deductions have been made shall be provided twice per fiscal year.

ARTICLE IV - DUES CHECK-OFF

Section 4.0

The Board will deduct from each employee's wages 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 each month, and all sums deducted shall be remitted to the Council 4 Office no later than the day after the end of each calendar month in which deductions are made. Said check shall be made payable to "Local 1303-270, AFSCME, Council 4". The Union will remit to the Board, on or before the last day of the month a list of the membership changes, if any, and the Board will check off the aggregate amounts collected.

Section 4.2

The Union agrees to indemnify and hold harmless the Board from any responsibilities and liabilities incurred because of the implementation of Article IV.

ARTICLE V - HOURS OF WORK

Section 5.0 - Custodial and Maintenance

The normal work week will consist of forty (40) hours, Monday through Friday. There shall be a one-half (1/2) hour unpaid lunch period which shall be duty-free, and one (1) paid fifteen (15) minute break daily for all-day custodial and maintenance shift employees. The night shift custodians' work hours shall include a one-half (1/2) hour paid lunch and a paid fifteen (15) minute break daily.

Section 5.1 - Work Day Hours

Head Custodians	6:30 A.M. – 3:00 P.M.
Custodians-Days	7:00 A.M. - 4:00 P.M.
Custodians-Part-Time	3:00 P.M. - 9:00 P.M.
Custodians-Nights	2:30 P.M. - 10:30 P.M.
	3:00 P.M. - 11:00 P.M.

Section 5.1 - Work Day Hours

When school is not in session, the hours shall be:

6:30 A.M. - 3:00 P.M. with a one-half (1/2) hour unpaid lunch. When there is a 1:00 P.M. dismissal, all night custodians' work hours shall be 1:00 P.M. – 9:00 P.M.

Section 5.2 - Cafeteria Employees

a. The following shall constitute a paid workday, week, and year:

	<u>Hours/day</u>	<u>Work Year</u>	<u>Hours/Week</u>
Cafeteria Manager	7	182 days	35
Cafeteria Worker I	6	182 days	29.5
	5.5 on Friday's		
Cafeteria Worker II/ Secretary Asst.	3.75 2.0	180 days 180 days	up to 28.75 combined

* Including early school closings for Teacher Workshops.

- b. The normal workweek will consist of five (5) school days, Monday through Friday, and one (1) paid fifteen (15) minute break daily, except for employees working 2.5 hours per day.
- c. The Union and 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.
- d. Should the Board open the cafeteria on a "limited basis" for Teacher Workshop days, cafeteria employee/s on a seniority basis will be utilized to set up, serve, and clean.

Section 5.3 - Support Staff

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

<u>Titles</u>	<u>Hours/Day</u>	<u>Work Year</u>	<u>Hours/Week</u>
Secretary, Building	8	185 days	40
Secretary, M.D.	8	220 days	40
Secretary, M.S.	8	190 days	40
Secretary	7	185 days	35.0
Library Assistant	7	180 days	35
Teacher Assistant	5.75	180 days	28.75
Teacher Assistant	7	180 days	35
Computer Technician	8	208 days	40
Library Teacher Assistant	7	180 days	35

- b. The normal workweek will consist of five days, Monday through Friday, and will include a one-half (1/2) hour paid meal period for those working seven (7) hours or more each day, and one (1) paid fifteen (15) minute break daily for the above employees.
- c. In the event of a scheduled delayed opening or a scheduled early dismissal, ten-month employees shall make up their missed time through assigned tasks within sixty (60) workdays of the relevant date.

- d. In the event of an unscheduled delayed opening for students as a result of a storm or emergency, teacher assistants will be permitted to report at the same time as the students.
- e. Teacher Assistants shall have the option to perform work made available to them by the Board to make up for paid time lost from their regular work due to unscheduled school closings. The Administrator shall make a work assignment or assignments available to the Teacher Assistants within 60 (sixty) workdays.
- f. The schedule of workdays beyond the regular school year for the Computer Technician position shall be set annually, based on district needs and at the discretion of the building principal.

ARTICLE VI - SENIORITY

Section 6.0

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, personal leave, or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence, but such rights will not be lost by the employee because of such leave.

Section 6.1

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 6.2

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

Section 6.3

Seniority shall be lost for the following reasons:

- a. Voluntary resignation;
- b. Discharge for a cause;
- c. Failure to return to work, from layoff, within 10 days after being recalled.

Section 6.4

- a. A seniority list shall be furnished to the Union annually on or about October 1st of each year. Unless mistakes are brought to the Building Principal's attention within thirty (30) days, the list shall be considered conclusive.
- b. New employees shall be considered probationary during their first ninety (90) calendar days of employment (for example, September 1 through November 29). 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 without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment, and the employee shall have access to personal and sick day benefits. Access to vacation day benefits shall commence after the one (1) year anniversary of

employment. The employee shall have access to Holiday benefits during the probationary period. The employee shall have access to insurance benefits on the 1st of the month following 60 days of employment.

Section 6.5

- a. Layoffs shall be by seniority within the classification, as defined in (c) below. An employee scheduled for layoff shall bump the least senior employee within his job classification. If there is no least senior employee within his classification or there is no other employee within that classification, he shall bump the least senior in the next lower classification provided he has the ability to perform the work as determined by the Board and more seniority. In turn, any displaced employee shall exercise his bumping rights in this manner.
- b. An employee may elect the layoff in lieu of exercising his bumping rights.
- c. The classifications for purposes of layoff shall be custodians, aides, secretaries, cafeteria employees, and Computer Technician.

Section 6.6

Any employee who is to be laid off shall receive two (2) weeks' notice.

Section 6.7

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

Section 6.8

The right of seniority in re-employment shall be accorded to a laid-off employee prior to new employees being hired provided such laid-off employee responded to a notice to report for work within ten (10) days after receipt of the 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 recall.

Section 6.9

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

ARTICLE VII - VACANCIES AND PROMOTIONS

Section 7.0

When new jobs are created within the Union, or a vacancy occurs, the Board shall post the job title for one (1) week. Each interested employee will have the opportunity to apply for said opening(s), provided they are 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 7.1

There shall be a sixty (60) day probationary period for promoted employees. If the employee does not successfully complete the probationary period, the employee shall be returned to their former position.

ARTICLE VIII - OVERTIME

Section 8.0

- a. Overtime will be paid in accordance with state law: Time and one-half (1-1/2) for time worked over forty (40) hours paid in one week.
- b. Time and one-half (1-1/2) shall be paid for all hours worked on Saturday. The Board may require an employee to have worked on Friday to be eligible for Saturday overtime work.
- c. Overtime must be approved by the building principal or their designee.

Section 8.1

Double the employee's hourly rate shall be paid to all employees authorized to work on Sunday.

Section 8.2

Double time shall be paid for all authorized work performed on holidays.

Section 8.3

Employees should be available to perform 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 and equalized during each fiscal year.

Section 8.4

- a. To maintain overtime equalization within the 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.

Section 8.5

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

ARTICLE IX - HOLIDAYS

Section 9.0

- a. All twelve (12) month employees shall receive paid holidays as follows:

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

Christmas Day

b. All other employees shall receive paid holidays as follows:

Good Friday	Memorial Day
Veteran's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Presidents Day	Christmas Eve
	Christmas Day

Section 9.1

Should any of the above holidays fall on a Sunday, it shall be observed on Monday, and if it falls on a Saturday, it shall be observed on Friday, provided the school is not in session.

Section 9.2

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

Section 9.3

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 X - WAGES AND LONGEVITY

Section 10.0

The wage rates which shall be effective during the term of this Agreement are set forth as follows:

JULY 1, 2021

<u>Classification</u>	<u>Hiring Rate</u>	<u>One (1) Year Anniversary</u>	<u>Job Rate</u>
Head Custodian	\$29.48	\$30.55	\$32.75
Custodian	\$27.17	\$28.23	\$30.19
Custodian - Nights	\$27.17	\$28.23	\$30.19
Part-time Custodian	\$21.57	\$22.59	\$23.68
Cafeteria Manager	\$21.05	\$22.13	\$23.41
Cafeteria Worker I	\$16.76	\$17.81	\$18.49
Cafeteria Worker II	\$15.32	\$16.39	\$17.01
Secretary-Building	\$27.52	\$28.59	\$30.66
Secretary-M.D.	\$24.78	\$25.85	\$27.53
Secretary – M.S.	\$21.85	\$22.91	\$24.29
Secretary	\$21.85	\$22.91	\$24.29
Teacher Asst.	\$18.40	\$19.47	\$20.35
Library Asst.	\$19.77	\$20.84	\$21.73
Computer Technician	\$22.24	\$23.46	\$24.50

JULY 1, 2022

<u>Classification</u>	<u>Hiring Rate</u>	<u>One (1) Year Anniversary</u>	<u>Job Rate</u>
Head Custodian	\$30.36	\$31.47	\$33.73
Custodian	\$27.99	\$29.08	\$31.10
Custodian - Nights	\$27.99	\$29.08	\$31.10
Part-time Custodian	\$22.22	\$23.27	\$24.39
Cafeteria Manager	\$21.68	\$22.79	\$24.11
Cafeteria Worker I	\$17.26	\$18.34	\$19.04
Cafeteria Worker II	\$15.78	\$16.88	\$17.52
Secretary-Building	\$28.35	\$29.45	\$31.58
Secretary-M.D.	\$25.52	\$26.63	\$28.36
Secretary – M.S.	\$22.51	\$23.60	\$25.02
Secretary	\$22.51	\$23.60	\$25.02
Teacher Asst.	\$18.95	\$20.05	\$20.96
Library Asst.	\$20.36	\$21.47	\$22.38
Computer Technician	\$22.91	\$24.16	\$25.24

JULY 1, 2023

<u>Classification</u>	<u>Hiring Rate</u>	<u>One (1) Year Anniversary</u>	<u>Job Rate</u>
Head Custodian	\$31.27	\$32.41	\$34.74
Custodian	\$28.83	\$29.95	\$32.03
Custodian - Nights	\$28.83	\$29.95	\$32.03
Part-time Custodian	\$22.89	\$23.97	\$25.12
Cafeteria Manager	\$22.33	\$23.47	\$24.83
Cafeteria Worker I	\$17.78	\$18.89	\$19.61
Cafeteria Worker II	\$16.25	\$17.39	\$18.05
Secretary-Building	\$29.20	\$30.33	\$32.53
Secretary-M.D.	\$26.29	\$27.43	\$29.21
Secretary – M.S.	\$23.19	\$24.31	\$25.77
Secretary	\$23.19	\$24.31	\$25.77
Teacher Asst.	\$19.52	\$20.65	\$21.59
Library Asst.	\$20.97	\$22.11	\$23.05
Computer Technician	\$23.60	\$24.88	\$26.00

Section 10.1

- a. During the term of this Agreement, new employees, shall be paid at the Hiring Rate in effect at their time of hire. On their anniversary date of employment, they shall advance to that step in effect. On their second anniversary date of employment, they shall advance to the Job Rate in effect.
- b. Bargaining unit employees who are promoted shall receive the hiring rate in the effect of the classification they are promoted to or shall receive the one-year anniversary rate of the new position if the hiring rate is less than their current wage rate.

Section 10.2

A job description shall be developed by the administration for each bargaining unit classification with a copy to the Union. Each bargaining unit employee shall be classified according to each such employee's appropriate classification/description.

Section 10.3

When an employee is required to work away from the Board's premises, they shall be paid their hourly earnings for all time spent traveling in addition to the current I.R.S. mileage rate per mile, if they should use their vehicle for any reason. An employee shall not be required to use their vehicle for Board business.

Section 10.2

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 they notify payroll two (2) weeks in advance.

Section 10.4

When employees are required and assigned by the principal or designee to perform work of a higher paying classification, they shall be paid at the same step of the higher classification after the fifth (5th) day working in the higher classification.

Section 10.5

- a. Annual longevity payments shall be made to employees hired on or before June 30, 2011, in the payroll period following their anniversary date of employment.
- b. Payments shall be made in a separate check calculated as follows:
 - Ten (10) years of service - one hundred dollars (100) and fifty dollars (\$50) accumulative for each year of completed service thereafter to thirty (30) years of service or eleven hundred dollars (\$1,100).
 - No employee hired on or after July 1, 2011, shall be entitled to receive the benefits described in Section 10.5 a.

Section 10.6

- c. When a teacher assistant is required to substitute for a teacher, they shall be paid \$50 for the day over and above their hourly rate. The \$50 shall be payable when a teacher is absent from their classroom for a full day, and the teacher assistant acts as the substitute teacher for that full day.

ARTICLE XI - SICK LEAVE

Section 11.0

Effective July 1, 2018, twelve (12) month employees shall earn thirteen (13)-paid sick leave days per year.

Effective July 1, 2018, ten (10) month employees shall earn nine (9) paid sick leave days per year.

Section 11.1

Such paid sick leave shall accumulate up to a maximum as follows:

<u>Effective</u>	<u>12 Month</u>	<u>10 Month</u>
7/1/2011	130 days	100 days

Section 11.2

Employees may use up to three (3) sick leave days per fiscal year for medical appointments that cannot be made outside of their working hours. Said time may be also be taken in four (4) hours, two (2) hours, and one (1) hour increments.

All medical appointments required as part of employment or by law shall be during working hours without loss of sick leave and shall be paid by the employer. In the case of night workers, they shall be paid for such time as if they were working. Whenever possible, the employee shall make an effort to schedule the appointment so that the entire day does not need to be taken.

Section 11.3

- a. Upon the retirement of an employee, he shall be paid fifteen dollars (\$15) per day for each day of unused accumulated sick leave for 12-month and 10-month employees.
- b. Upon the death of an employee, the employee's estate shall be paid fifteen dollars (\$15) per day for each day of unused accumulated sick leave for 12-month and 10-month employees.

Section 11.4

Employees may use up to five (5) sick leave days per fiscal year for sickness in the immediate family.

ARTICLE XII - BEREAVEMENT LEAVE

Section 12.0

In the event of a death in an employee's immediate family, such employee is allowed to take up to five (5) consecutive days of absence with pay.

Section 12.1

In exceptional cases, additional time may be granted by the Superintendent of Schools.

Section 12.2

Immediate family means spouse, children, and other members of the same household; father, mother, brothers and sisters, father-in-law, mother-in-law, sister-in-law and brother-in-law, grandparents, and grandchildren.

Section 12.3

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

ARTICLE XIII - PERSONAL BUSINESS DAYS

Section 13.0

Employees may be absent for a total of three (3) paid days per year for personal business and shall be granted with a topical reason and approval of the Building Principal. Personal business is a business of a personal nature that cannot be conducted outside the workday. Said time may be also be taken in four (4) hours, two (2) hours, and one (1) hour increments.

Section 13.1

Personal business days are non-accumulative.

Section 13.2

Notification of personal leave must be made in the absence management system at least five (5) school days in advance, except in emergencies that prevent such advance notice.

Section 13.3

Such leave shall be granted the day before or the day after a holiday or vacation period provided the employee submits a specific statement of the reasons for the leave and the Superintendent or their designee approves the request. Permission for leave requests shall not be arbitrarily or unreasonably withheld.

ARTICLE XIV - VACATIONS

Section 14.0

a. Each twelve (12) month employee shall receive annual vacation with pay provided they meet the following scheduled years of service:

One (1) year but less than 6 years	10 days
Six (6) years	11 days
Seven (7) years	12 days
Eight (8) years	13 days
Nine (9) years	14 days
Ten (10) years - Fourteen (14) years	15 days
Fifteen (15) years	17 days
Twenty (20) years or more	20 days

Employees referenced in subsection (a) above, and each eleven (11) month employee, may take up to ten (10) vacation days during the regular school year, subject to the approval of the building principal. Up to a total of three (3) paid vacation days per year may be taken in half-day increments.

b. All other employees hired prior to July 1, 2000, shall receive annual vacation with pay provided they meet the following scheduled years of service:

After 1 year but less than 6 years
After 6 years or more

5 days
10 days

Said vacation for employees referenced in subsection (b.) above must be taken during school shutdowns within the school year. Up to a total of three (3) paid vacation days per year may be taken in half-day increments.

Section 14.1

Vacation accrual shall be based on years of service and effective on the employee's anniversary date of hire.

Section 14.2

All vacations shall be scheduled in writing in advance. 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. Where a conflict exists between two (2) employees, the most senior employee shall have the first choice.

ARTICLE XV - WORKERS' COMPENSATION

Section 15.0

All employees shall be covered under Workers Compensation Insurance and receive benefits as required in the Connecticut State Workers Compensation Act.

ARTICLE XVI - LEAVE PROVISIONS

Section 16.0

A personal leave of absence without pay may be granted by the Board 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 16.1

Absence for jury duty shall be granted when an employee is required to serve. Such an employee will be paid the difference between his jury duty stipend and his hourly salary by the Board for up to four (4) weeks. Night shift employees shall be excused from work if required to serve on jury duty without loss of pay.

Section 16.2

Military leave of absence for reservist's duty will be granted in accordance with state law.

Section 16.3

a. Maternity Leave - Maternity leave will be granted in conformance with State and Federal Law. An employee who becomes pregnant shall submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations that may affect her ability to continue her normal employment.

- b. Disabilities caused or contributed to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. Seniority shall remain unbroken from the commencement through the termination of maternity leaves.
- c. Accumulated sick leave and vacation leave shall be available for use during the period of such disability; provided, however, the total period of disability, including pre and post-natal, shall not exceed six (6) weeks.
- d. During the period of disability leave, the Board shall pay for the employee's fringe benefits, including insurance.
- e. Any leave granted after the disability shall be child-rearing leave. Such leave shall be without compensation, and the employee may continue under the health insurance program at their own expense at the group rate unless the employee has greater rights under the FMLA.
- g. If, upon submission of satisfactory medical evidence concerning the employee's condition and upon the further submission of evidence satisfactory to the Board that the employee can resume their normal duties, the employee shall be reinstated to a position the same or comparable to the position they held prior to the commencement of the maternity leave.

ARTICLE XVII - INSURANCE

Section 17.0

The Board shall make available to all eligible employees who work thirty (30) hours or more per week and their dependents one group health insurance plan and a dental insurance plan.

- a. For the 2021-2024 Agreement, the group health insurance plan shall be the Connecticut Partnership Plan 2.0 (hereinafter the Partnership Plan). The plan benefits shall be set forth in the Partnership Plan effective on July 1, 2021, including any subsequent amendments or modifications made to the Partnership Plan by the State and its employee representatives. The administration of the Partnership Plan, including open enrollment, beneficiary eligibility, and changes, and other administrative provisions, shall be as established by the Partnership Plan.

The Partnership Plan contains a Health Enhancement Plan (HEP) component. All employees participating in the Partnership Plan are subject to the terms and provisions of the HEP. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of HEP. In the event Partnership Plan administrators impose the HEP non-participation or noncompliance monetary fee (NCMF) per month premium cost increase or the deductible fee increase, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The NCMF per month premium cost increase shall be implemented through payroll deduction, and the increase to annual deductible shall be implemented through claims administration.

- b. The Board shall make available to all eligible employees who work thirty (30) hours or more per week the following dental plan: a dental plan with a \$1,500 maximum per year.
- c. The employee shall have access to insurance benefits on the 1st of the month following 60 days of employment.

Section 17.1

- a. Premium rates for the Partnership Plan (medical), inclusive of medical, vision, and Prescription (Rx) will be established by the State of Connecticut for the relevant periods for single, employee + one, and family levels for active employees. During the 2021-2024 time period, employees will make the following contributions for the annual premiums of the

2021-2022	Fourteen percent (14.0%)
2022-2023	Fifteen percent (15.0%)
2023-2024	Sixteen percent (16.0%)

- b. During the 2021-2024 time period, employees will make the following contributions for the annual premiums of the dental insurance plan:

2021-2022	Seventeen percent (17.0%)
2022-2023	Eighteen percent (18.0%)
2023-2024	Nineteen percent (19.0%)

- d. Employees working less than thirty (30) hours per week will be given the option to participate in the Medical Insurance program by paying 100% of the insurance cost.
- e. Said payments shall be deducted from employee’s paychecks on a pre-tax basis subject to Section 125 of the Internal Revenue Code. The Board will make available to the employees both HSA options and CSA options under Section 125.

Section 17.2

The Board shall provide, at its own expense, for each employee who works thirty (30) hours or more per week, Group Life Insurance in the amount of \$50,000. The policy shall be effective as of the first day of the month following the ninety (90) day probationary period.

The Board shall provide, at its own expense, for each employee who works less than thirty (30) hours, Group Life Insurance in the amount of \$25,000. The policy shall be effective as of the first day of the month following the ninety (90) day probationary period.

Section 17.3

Upon consultation with the Union, the Board may change insurance carriers of the insurance mentioned above programs provided the new insurance carrier’s coverage results in equivalent or better than the existing coverage, including administration, benefits, and delivery of services.

Section 17.4

Re-opener negotiations for group medical insurance benefits shall occur under the following conditions:

- a. If the Partnership Plan in its current form is no longer available; or if the benefit plan design of the Partnership Plan is modified as a result of a change in the State’s collective bargaining agreement with SEBAC, and if such modifications would substantially increase the cost of the medical insurance plan offered herein.

- b. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the Partnership Plan, or if additional fees and/or charges for the SPP Partnership Plan are imposed to affect the Board, any of which amendments, changes, fees, or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein.
- c. If the total cost of the Partnership Plan would trigger an excise tax under the Internal Revenue Code Section 4980I, otherwise known as the Affordable Care Act, in the 2020 calendar year.
 - Reopener negotiations shall be limited to medical insurance plan design and funding, premium cost-share, and/or introduction of an additional optional medical insurance plan.

In any re-opener negotiations, the parties shall consider the plans set forth in Article XVII of the 2016-2018 collective bargaining agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in medical insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Section 17.5

Each employee who works thirty (30) hours or more per week shall be entitled to short-term disability insurance coverage. The employee shall be eligible for the same following the use of all accrued sick leave.

The Board will provide short-term disability insurance for each eligible employee by enrolling them in the Board's Plan at the Board's expense effective the first day of the month following the ninety (90) day probationary period.

ARTICLE XVIII - PENSION

Section 18.0

- a. All eligible employees (as outlined in the plan) shall be part of the Town of Salisbury Retirement Plan, paid for by the Board.
- b. Employees hired after July 1, 2000, shall be required to participate in the Town of Salisbury Defined Contribution Pension Plan.

ARTICLE XIX - UNION REPRESENTATION

Section 19.0

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.

ARTICLE XX - GRIEVANCE PROCEDURE

Section 20.0

- a. A "grievance" is a claim that a specific provision of this Agreement has been violated.

A "grievant" is a member or members of a bargaining unit or the union making a claim.

The term "days" shall mean working days.

The grievant must file a grievance in writing within fourteen (14) days from the date they 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.

- b. An employee with a grievance shall first discuss the matter with their immediate supervisor with or without the steward to resolve the grievance informally.
- c. 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 20.1 - Step 1

The employee, or the Union, shall reduce the grievance to writing and submit it to the immediate supervisor within five (5) working days from the discussion at the informal level or within fourteen (14) working days from when the grievance arose, whichever is first. The Supervisor shall schedule a meeting with the employee, a Union Representative, within ten (10) working days of receipt of the grievance. The supervisor shall give his written answer to the grievance within ten (10) working days after the meeting.

Section 20.2 - Step 2 Superintendent

If the employee or Union is not satisfied with the disposition of the grievance at Step I, it shall file the grievance with the Superintendent of Schools within ten (10) working days after receipt of the supervisor's answer. The Superintendent shall meet with the employee and a Union Representative within fourteen (14) working days of receipt of the grievance.

Section 20.3 - Step 3

- a. If the grievance is not resolved at Step 2, the grievant shall have the right to present the grievance in writing to the Board of Education within seven (7) working days the decision was rendered in Step 2.
- b. The Board of Education shall have a meeting within thirty (30) working 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) working days after such meeting, render its decision and the reasons in writing to the grievant, with a copy to the Union.

Section 20.4

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

ARTICLE XXI - ARBITRATION

Section 21.0

If the Board of Education's response is not satisfactory to the Union, it may be submitted 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) working days after receipt of the written answer of the Board of Education. The cost of arbitration shall be borne equally by both parties.

Section 21.1

The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The decision of the arbitrator shall be final and binding.

ARTICLE XXII - DISCIPLINE AND DISCHARGE

Section 22.0

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

ARTICLE XXIII - SAFETY AND HEALTH

Section 23.0

- a. Both parties to the Agreement hold themselves responsible for mutual, cooperative enforcement of health and safety regulations.
- b. Employee complaints regarding unsafe or unhealthy situations in violation of safety regulations and standards shall be immediately considered.

ARTICLE XXIV - MISCELLANEOUS

Section 24.0

The Board agrees to provide bulletin board space that the Union may use for Union business. The Union bulletin board will be located in a place that is not accessible to students.

Section 24.1

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

Section 24.2

- a. If the school does not open as a result of a storm, all non-certified employees except custodians are not expected to work. Custodians are expected to report as soon as conditions permit. If they choose not to report, that day may be charged to (1) personal leave or (2) vacation leave or (3) in the absence of all accrued leave, the employee's wage shall be docked.

- b. In the event of an early school closing, as a result of a storm, all night shift employees shall be notified and shall have the same options as day employees outlined in Section 24.2(a) if they choose not to report.

Section 24.3

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

Section 24.4

The Board will provide a paycheck direct deposit system for employees. It shall be at the employee’s option, and they may elect a bank of their choice.


ARTICLE XXV - DURATION

Section 25.0


This Agreement shall take effect on July 1, 2021, and shall remain in full force and effect until June 30, 2024. This Agreement shall be considered automatically renewed, unless either party shall, on or before the 150th day prior to June 30, 2024, serve written notice by certified mail on the other party to modify, change, or amend this Agreement except as otherwise specified.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and executed by its mutually authorized officers and representatives as of this 28th day of September 2021.

SALISBURY BOARD OF EDUCATION

DocuSigned by:

 AB3BE29095F5405...
 Signed: Chairman

SALISBURY CENTRAL SCHOOL
EMPLOYEES LOCAL 1303-270,
COUNCIL 4, AFSCME, AFL-CIO

DocuSigned by:

 551824962E56A478...
 Signed: President

DocuSigned by:

 DF4986260F9E475...
 Signed: Staff Representative
 CT Council 4, AFSCME, AFL-CIO