

THOMPSON BOARD OF EDUCATION

AND

PUBLIC SCHOOL SECRETARIES

**LOCAL 1303-130 OF COUNCIL #4
AFSCME, AFL-CIO**

For the Period

June 30, 2016 - July 1, 2019

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ARTICLE I
PREAMBLE

This Agreement has been negotiated between the Board of Education of the Town of Thompson, herein called the Board and the Thompson Public Schools Secretaries Local 1303-130, herein called the Union.

ARTICLE II
RECOGNITION

Section 1

The Board recognizes and certifies the Union as the exclusive representative for all employees in the unit consisting of secretaries, clerks, receptionist/printer, and unit chapter I or any other unit grant employees who are hired by the Thompson Board of Education, excluding the Secretary to the Superintendent, temporary employees, and other employees not included by law.

Section 2

It is the intent and purpose of the parties hereto that this Agreement promote and improve the quality of unit employees who work in the Thompson school system and provide for orderly professional negotiation between the Board and the Union and secure prompt and fair disposition of grievances.

ARTICLE III
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 right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1 - Definitions

- a) A "grievance" is a claim that there has been a violation, misinterpretation or misapplication of a specific term of this Agreement.
- b) An "aggrieved person" is the person or persons making the claim.
- c) A "party in interest" is the person or persons making the claim and person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- d) The term "days" except where otherwise indicated, means calendar days.

- e) In instances where reference is made to the Superintendent, it shall be understood that such reference can mean his/her designated representative.

Section 2

- a) The purpose of this procedure is to secure, at the lowest possible administrative Level, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of bargaining unit personnel.
- b) Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- c) Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a problem to discuss the matter informally with any appropriate member of the Administration or informally with any appropriate representative of the Union.

Section 3 Structure

- a) The Union shall designate a Personnel Rights and Responsibilities Committee (hereinafter referred to as the "PR&R Committee") chosen in such manner as may be determined by the Union.

Section 4 Time Limits

- a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- b) If a person does not file a grievance in writing within fifteen (15) days after s/he knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- c) Failure by an aggrieved person to process a grievance in accordance with time the limits set forth for each level shall be considered to be a waiver of any right to proceed further with the grievance.
- d) Failure by the agents of the Board to respond in accordance with the time limits set forth for each level shall be considered to be a denial of the grievance on the last day for response in accordance with the time limits, and the aggrieved person may proceed to the next level within the applicable time limits.

Section 5 Informal Procedures

- a) If a Union member feels that s/he may have a grievance, s/he shall first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally.
- b) If, after such discussion, the Union member is not satisfied with the disposition of the matter, s/he shall have the right to have the Union's PR&R Committee assist him/her in further efforts to resolve the problem informally with the immediate supervisor.

Section 6 Formal Procedure

1) Level One School Principal or Immediate Supervisor

- a) If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, s/he may submit his/her claim as a formal grievance in writing to his/her immediate supervisor. The grievance shall cite specific provisions of the contract, shall describe the nature of the grievance, and shall provide details of the grievance.
- b) The immediate supervisor shall within seven (7) work days render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union's PR&R Committee.

2) Level Two Superintendent of Schools

- a) In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level One (or in the event that no decision has been rendered within seven (7) days after presentation of the grievance at Level One), within seven (7) days of the decision at Level One (or within fourteen (14) days of the presentation of the written grievance at Level One), s/he may request in writing that the Superintendent of Schools review the grievance.
- b) Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union. The Superintendent shall respond to the grievance in writing within fifteen (15) days of receipt of the written grievance.

3) Level Three, Impartial Mediation and Arbitration

- a) In the event that the Union is not satisfied with the disposition of a grievance at Level Two, or in the event that no decision has been rendered within fifteen (15) work days of the Superintendent's receipt of the written grievance at level two, within twenty (20) work days the Union may submit the grievance in writing to the State Board of Mediation and Arbitration (SBMA) for resolution in accordance with its rules and procedures.
- b) Either the Board or the Union shall have the right to transfer a grievance to the ADRC from the SBMA upon written notice to the other party. The party who chooses to use the American Dispute Resolution Center (ADRC) shall pay all costs associated, exclusive of representation.
- c) The arbitrator shall hear one grievance at a time, and his/her jurisdiction shall be limited to interpreting the specific terms of this Agreement. The arbitrator shall have no authority to make any decision that violates, adds to, deletes from, or modifies, or amends in any way any of the specific terms of this Agreement. The arbitrator's decision shall be binding on both parties. The costs of arbitration shall be shared equally by the parties.

ARTICLE V
CONDITIONS OF EMPLOYMENT

Section 1 Selections

The Board of Education and the Superintendent of Schools shall be responsible for the selection, employment, assignment of duties and transfer of all personnel. Prior to any involuntary transfer, the Superintendent will meet with the individual and his/her Union representative to discuss the reassignment. Whenever possible, seniority shall be the deciding factor for all transfers. It shall be an established policy to secure the most competent candidate in accordance with the salary schedule and without discrimination against any candidate because of political, religious, association affiliation, or on the basis of race, age, creed, color, national origin, marital status, gender, sexual orientation, or physical or mental disability subject to the conditions and limitations established by law.

Section 2 Probation

All new appointments shall be subject to a probationary period of three (3) months and shall have no seniority rights or recourse to grievance during this period, but shall be subject to all other provisions of this Agreement.

Section 3 Appointments to New Positions

Notice of vacancies and/or new positions including job descriptions when available or required qualifications shall be posted for five (5) working days. Any person interested in the position must apply, in writing, to the Superintendent within five (5) working days. Appointments to positions will be made by the Superintendent based on the applicant's qualifications as described in Article IV(1).

Section 4 Part-Time Employees

Part-time employees shall be eligible for pro-rata benefits under this Agreement, excluding ~~vacation~~, medical insurance and ~~holidays~~. Part time employees shall be defined as those working less than twenty (20) hours per week. **There shall be no more than one (1) part-timer employed at any time.**

Section 5 Substitute Calling Duties

The Board shall not require any bargaining unit member to arrange for substitute teacher coverage outside of his/her regularly scheduled workday. Such duties shall not be considered bargaining unit work. This language shall not be construed to prevent bargaining unit members from performing such work under a separate arrangement with the Board of Education, nor shall bargaining unit members be required to enter into such a separate arrangement.

ARTICLE VI
SALARY

Section 1

The salary schedules of all positions covered by this Agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement.

Effective and retroactive to July 1, 2016, all wages shall be increased by 2.25%. Effective July 1, 2017, all wages shall be increased by 2.25%. Effective July 1, 2018, all wages shall be increased by 2.25%.

In each year of the Contract, an employee who reaches the required number of years of service (as shown in Appendix A) for step advancement shall advance in accordance with the schedule in Appendix A. Step advancement shall be retroactive to July 1, 2016 or to the applicable date of advancement for any employee due a step increase between July 1, 2016 and ratification.

ARTICLE VII
SALARY PAYMENTS

Section 1

Salary payments to all persons covered by this Agreement shall be in twenty-six installments or such other schedule the Board may reasonably adopt based on the employee's work year.

Section 2

When employing new members of the staff, the Superintendent may place the new employee on a step appropriate to the past experience of the employee, but not on a step above a more senior paid employee in a similar position.

Section 3

All personnel must advance regularly year by year on the salary schedule from the point at which they start, subject to review by the immediate supervisor.

Section 4

Effective July 1, 2016 employees who have obtained an Associate's Degree, shall receive an annual stipend of \$250.00. Employees who have obtained a Bachelor's Degree, shall receive an annual stipend of \$500.00.

Payments shall be paid during the month of July. Degrees must be job and field related.

ARTICLE VIII
LAYOFFS

Section 1

In the event that layoffs become necessary, the employee with the least seniority in the bargaining unit shall be laid off first. When employees are to be recalled, the employee last laid off shall be the first employee recalled, provided that such employee recalled is capable of doing the work then available.

Section 2

Laid off employees shall have recall rights for a period of fourteen (14) months from the date of layoff. An employee who refuses recall because of current employment shall lose all further recall rights.

Section 3

For the purpose of this Article, seniority shall be defined as an employee's continuous length of service in the classification with the Board from said employee's original date of hire.

Section 4

A two (2) week notice of layoff shall be given employees subject to layoff.

ARTICLE IX
EMPLOYEE PROTECTION

Section 1

The Board will protect and save harmless any Union member from any financial loss and expense, including legal fees and costs, arising out of any claim, demand, suit or judgment as provided by the General Statutes of the State of Connecticut, Section 10-235, as amended from time to time.

ARTICLE X
NO STRIKE

Section 1

Pursuant to Connecticut General Statutes Section 7-467 (Municipal Employees Relations Act) all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lockout tactics in any part of its operations.

ARTICLE XI
LEAVES

Section 1

Each employee shall be entitled to fifteen (15) days of sick leave annually accumulative to one hundred eighty (180) days. First year pro-rated according to date of initial employment. Sick days may be used to attend ill members of the immediate family as defined in Section 2 excluding "any persons".

Section 2

Four (4) days special leave with pay shall be granted for death in the immediate family. Immediate family is defined as spouse, mother, father, son, daughter, brother, sister, grandmother, grandfather, grandchildren, legal guardians, and all present in-laws of employee, and any person living in the same household with employee.

Section 3

Special leave with pay for one (1) day per occasion shall be granted to an employee to attend funerals of relatives not included above.

Section 4

Leaves of absence for legitimate purposes may be granted to an employee upon written request to the Board or its designated representative. A notice of such leave will be supplied to the Union President by the employee.

Section 5

- a) In the event an employee is injured on the job, s/he shall file a workers' compensation claim form within thirty (30) working days.
- b) If the claim is approved, any sick days used to cover absence from work during the period in question shall be restored to the employee.
- c) In the event an employee receives Workers' Compensation, the difference between his/her regular pay and workers' compensation payments shall be paid by the Board for the period not to exceed one year.
- d) No employee shall be terminated or placed on unpaid leave of absence while awaiting approval of a workers' compensation claim.

Section 6

In addition to any time off and any benefits to which he or she may be entitled under state or federal law, any employee who is on military leave shall receive the difference between his/her military pay or regular pay from the Board for a period not to exceed fifteen (15) working days annually. This benefit only applies if employee's regular daily pay is greater than his/her military daily pay. Copies of active duty orders must be supplied to the Superintendent as soon as possible after the employee's receipt of notice of a call to active duty.

Section 7

Any employee required to report for jury duty shall receive the difference between his/her regular wages and jury allowance from the Board during this period.

Section 8

Each employee shall be entitled to up to three (3) days paid personal leave annually. Such leave shall be granted only for pressing personal matters that cannot be conducted outside of working hours. Except in cases of emergency, requests for personal leave shall be submitted to the Superintendent in writing at least forty-eight (48) hours in advance.

Section 9

The Board recognizes that employees need to be absent at times for valid reasons, but all absences are disruptive. Each employee who has perfect attendance, with an exception for special leave (i.e. approved leaves of absence, but not including sick leave ~~or personal leave~~), for an entire quarter will receive a bonus of one day's pay. An employee who has perfect attendance for an entire year shall receive an additional bonus of \$100. The perfect attendance bonus shall be paid in the first pay period of the following quarter with all applicable deductions withheld.

Section 10

Employees hired prior to July 1, 2016 and upon retirement of the employee, the employee shall receive seventeen dollars (\$17) per day for each accumulated sick day up to a maximum of one hundred (100) days.

ARTICLE XII RESIGNATIONS

Section 1

Written notice of resignation should be filed with the Superintendent at least ten (10) working days in advance of separation. This notice should include a statement of the reasons for this action.

ARTICLE XIII LONGEVITY

Section 1

In addition to the employee's regular salary, employees with the following years completed shall receive longevity payments as indicated:

- (a) 5 to 10 years of service - \$550 (5 years completed)
- (b) 11 to 15 years of service - \$750 (starting 11th year)
- (c) 16 to 20 years of service - \$850 (starting 16th year)
- (d) 21 plus years of service - \$950 (starting 21st year)

Longevity payments will be made on July 1st, in the first paycheck following, each fiscal year, in one lump sum for all employees whose anniversary date falls between that July 1st and the following June 30th. Employees hired subsequent to June 30, 2013, shall not be eligible for longevity until completion of their tenth (10th) year.

ARTICLE XIV LEAVES WITHOUT PAY

Section 1

Leaves of absence without pay may be granted by the Board for a limited, definite period not to exceed one year, for the following reasons:

- a) For health purposes pursuant to the Family Medical Leave Act ("FMLA").
- b) For other personal reasons subject of the review and recommendations of the Superintendent and approved by the Board of Education.

Section 2

Application for such leave of absence must be made in writing stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board of Education. A request for an extension shall be submitted at least ten (10) working days in advance of the expiration of the leave of absence (except in emergency situations); such request shall be in writing, stating the reason for the requested extension and the length of the extension.

Section 3

Employees on unpaid leave may continue to participate in the group insurance plan at their own expense during the period of any unpaid leave.

ARTICLE XV SEVERANCE PAY

Section 1

Any employee is terminated for any reason other than just cause shall receive one (1) week severance pay from the Board.

ARTICLE XVI
INSURANCE AND PENSIONS

Section 1

1. Plan Design:

Each eligible bargaining unit member and eligible dependents may enroll in the following health insurance plans, with the premium payments provided below.

- A. The Anthem Blue Cross/Blue Shield, Century Preferred Plan with a \$10 office visit co-payment (\$0 preventive); \$100 hospitalization co-payment; \$50 outpatient surgery co-payment; \$50 emergency room co-payment. Prescription coverage shall be through the three-tier managed drug plan, subject to co-payments of \$10 generic formulary/\$20 brand formulary/\$25 non-formulary, with a \$2,000 annual maximum (with mail order at two (2) times the applicable co-payment for a 31-90 day supply). Out-of-network services will be subject to deductibles of \$200/\$400/\$500 and to a maximum out of pocket payment of \$1000/\$2000/\$2500 per calendar year, with a lifetime maximum out of network benefit of \$1,000,000. Plan includes Vision Rider.
- B. Employees may also elect to enroll in the Anthem Blue Care Point of Service Plan. The Blue Care Point of Service Plan will include at a minimum, a \$10 office visit co-payment (\$0 preventive); \$250 hospitalization co-payment; \$0 outpatient surgery co-payment; \$50 emergency room co-payment. Prescription coverage shall be through the three-tier managed drug plan, subject to co-payments of \$10 generic formulary/\$20 brand formulary/\$25 non-formulary, with a unlimited annual maximum (with mail order at two (2) times the applicable co-payment for a 31-90 day supply). Out-of-network services will be subject to deductibles of \$400/\$1200 and to coinsurance limit of \$1,600/\$3,200/\$4,800 per calendar year, with a lifetime maximum out of network benefit of \$1,000,000. The plan includes 70%/30% coinsurance and a Vision Care Rider.
- C. Employees may also elect to enroll in the Century Preferred High Deductible Health Care Plan (the "Comprehensive Plan") with Health Savings Account ("HSA"). The Comprehensive Plan uses the same network as the Century Preferred Plan describe above. Services for the Comprehensive Plan include 100% Preventive Care Rider and all other services are subject to deductible and coinsurance as follows: \$2,000 Individual/\$4,000 Aggregate Family Deductible; 100% coinsurance in-network; 80% coinsurance out of network; \$4,000 Individual/\$8,000 Aggregate Family out-of-pocket maximum; Vision Care Rider. .

The Board shall contribute 75% of the deductible each year of this Agreement under the High Deductible Plan, depositing it in the Health Savings Accounts on July 1 of each year. The employee contribution to the deductible shall be made through payroll deduction/direct deposit to the Health Savings Account with pre-tax dollars according to IRS regulations.

The Board shall provide to any employee a loan if needed to cover that part of the deductible not covered by the 75% in the event the employee has medical and/or pharmacy bills exceeding \$3000 or \$1500 as the case may be before s/he has had all of the employee contribution to the deductible deposited in the HSA through payroll deduction. The loan will be repaid through payroll deduction over the course of the insurance year, but if the employee

leaves employment prior to the end of the insurance year, s/he will be obligated to repay the loan upon separation from employment.

For the **2016-2017** insurance year, the employee premium share for the High Deductible Plan shall be 10%, and for 2017-2018 11%, and for 2018-2019 12% .

For the 2016-2017 insurance year, the employee premium share for the Century Preferred shall be 15.5%, and for 2017-2018 17%, and for 2018-2019 19%.

For 2016-2017, the employee premium share for Blue Care shall be 15%, and for 2017-2018 16.5%, and for 2018-2019 18.5%.

During annual open enrollment, an employee in the High Deductible Plan may revert to the insurance set out in A. or B. above by completing the appropriate forms.

The Union has the right to re-open in regard to health insurance should Sustinet or other State program become available.

- (b) Insurance coverages will not take effect for employees new to the bargaining unit until the following:
- | | |
|----------------------|---|
| Health/Dental | The month after initial employment (coverage becomes effective the first day of the subsequent month following one month of employment) |
| Group Life Insurance | The month after initial employment (coverage becomes effective the first day of the subsequent month following one month of employment) |
- (c) Employees **hired prior to July 1, 2016** who elected to participate in the health insurance plan offered by the Board at the start of the 2015--2016 school year and who have continuously participated in the health insurance plan since that time may elect to waive, in writing, the health insurance coverage, and, in lieu thereof, may receive an annual payment of \$3000.00 from the Board for each year during which the employee continues to elect not to participate in such coverage. Such annual payment will be issued with the last payroll installment for the fiscal year. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such employees may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the employee shall only receive a pro-rated portion of the waiver stipend provided under this section.
- (d) The Board shall have the right to offer additional insurance plans as alternatives to the plan described above. The Board shall have the right to establish the percentage employee premium contribution for any such plan (if offered by the Board), provided that the percentage employee contribution shall not exceed that established for the Century Preferred Plan.

Employees electing health care coverage under any of the plans described above shall also receive the vision care rider.

Section 2

Group life insurance coverage of \$45,000 of benefit coverage per employee (employee only).

Section 3

Full Service Dental Plan - Full Individual Coverage and 85% Family Coverage.

Section 4

All bargaining unit employees, who are eligible, may enroll in the pension plan. Commencing with the 1982-83 school year, employees will assume 50% of the normal cost of the pension plan. Any disputes over pension matters are subject to resolution in accordance with the pension plan, and shall not be subject to the contractual grievance procedure.

Section 5

Upon retirement of a secretary, each secretary shall be paid the equivalent of 2% per year of service in the public schools of Thompson up to a maximum of 40%. Such compensation shall be based on the mean salary of the secretary's highest salary over a three year span while employed by the Thompson Board of Education. Years of service for retirement severance pay compensation will be based upon years of employment by the Thompson Board of Education. To be eligible for this benefit at the time of retirement, the employee must provide to the Board one year's prior written notice of the effective date of his/her retirement, otherwise payment of this benefit may be delayed until the next fiscal year. Unless otherwise specified by expressed contractual agreement, pension benefits shall be defined by the "Town of Thompson Board of Education Group Retirement Plan."

Section 6

Upon retirement, the Board will provide each employee and his/her spouse the option to elect in writing to participate at the employee's expense in the group insurance program which is offered to active employees, as that plan may be changed from time to time through negotiations, in accordance with the terms of the carrier, until the retired secretary becomes eligible for Medicare in accordance with section 10-183t of the Connecticut general Statutes, as it may be amended from time to time.

Section 7

All premium cost sharing shall be through payroll deduction and shall be authorized by this agreement.

Section 8

The Board reserves the right to change the carrier of the insurance plan described above, or to self-insure the insurance plan, provided that the new plan is substantially comparable to the coverages described above, when considered as a whole.

ARTICLE XVII HOLIDAYS

Section 1

All employees covered under this Agreement shall receive the following paid holidays:

New Year's Day	Memorial Day	Thanksgiving Day
M.L. King Jr. Birthday	Fourth of July	Day after Thanksgiving
President's Day	Labor Day	Day before Christmas
One Floating Holiday	Columbus Day	Christmas
Good Friday	Veteran' s Day	

Section 2

- a) If a holiday falls while an employee is on sick leave, s/he shall be paid for the holiday and no deduction shall be made from his/her accumulated sick leave.
- b) Any employee working on a holiday shall be paid time and one-half in addition to holiday pay.
- c) Any day declared a legal holiday or day of mourning by the President or Governor shall be granted as a day off with pay providing schools are not in session.

ARTICLE XVIII
SCOPE OF AGREEMENT

Section 1

- a) It is understood by both parties of this Agreement that this Agreement is an expression of policies and procedures which will continue the good relations established between the Board and the Union. This Agreement does not limit or restrict the Board in any way or bind the administration of the Schools or any duly authorized representative of the Board, in the discharge of duties and responsibilities as prescribed by the Board.
- b) Any benefits enjoyed by the Union members prior to this Agreement which have not been superseded by the provisions of this Agreement shall continue in effect.

ARTICLE XIX
TRAVEL

Section 1

Employees required to use their personal automobiles for school business will be paid at the current I.R.S. rate per mile.

Section 2

The Board shall indemnify employees from liabilities that may occur from travel while performing school business in accordance with Connecticut General Statutes § 10-235.

ARTICLE XX
VACATIONS

Section 1

- a) New employees shall earn one (1) day of vacation per month of employment for the first year of employment up to ten (10) days of paid vacation. Earned vacation may not be used during probation.
- b) Employees who have completed from 1 through 5 years of service shall receive two (2) weeks of paid vacation.
- c) Employees who have completed 5 through 10 years of service shall receive three (3) weeks of paid vacation.
- d) Employees who have completed 10 years or more of service shall receive four (4) weeks of paid vacation.

Section 2

- a) Vacations may be taken any time during the year by mutual agreement between the employee and his/her immediate supervisor.
- b) In the event of conflicting vacation dates, seniority shall be the determining factor providing the notice of dates in conflict shall have been within a reasonable period.
- c) In the event an employee is sick while on vacation s/he may elect to take sick leave and use his/her vacations at a later date. Medical proof must be submitted to the Superintendent of Schools.

Section 3

A vacation period shall be from July 1 to June 30 in the year following that in which the vacation was earned with the Employee's anniversary date of hire used to determine the amount of vacation due him/her.

Section 4

In the event an employee retires or terminates or is terminated for any reason, pro-rata vacation pay for the then current year shall be provided.

Section 5

In the event of death of the employee, his/her estate shall receive payment for all accrued vacation.

ARTICLE XXI
HOURS OF EMPLOYMENT

Section 1

All full-time unit members covered under this Agreement will be regularly assigned to a maximum of 1924 hours. Any employee working 20 hours or more per week shall be considered full time. No full time employee currently eligible for benefits shall have their benefits reduced in any way.

Hours worked over and above the stipulated amount, e.g. hours worked during school vacations or other additional assignments will be compensated for at the regular rate of pay.

Hours worked over 40 in one week or 8 in one day shall be compensated at time and one half. Hours worked on Sundays shall be payable as double time. Prior approval from the superintendent shall be required before working any overtime.

ARTICLE XXII DISCIPLINARY ACTION

Section 1

No employee shall be discharged or otherwise disciplined without just cause.

Section 2

Disciplinary actions shall normally follow this order:

- a) Verbal warning;
- b) Written warning;
- c) Suspension; and
- d) Discharge

In serious matters in the judgment of the Superintendent of Schools, steps (a), (b) and (c) may be omitted. Examples of serious matters are as follows: intoxication on job, sexual abuse on job, blatant physical violence to cause harm on the job, theft, possession of unauthorized illegal drugs and alcohol.

ARTICLE XXIII MISC.

When cleaning is being performed in an office and the office is not available for Secretaries to perform their duties, the affected employee(s) shall be paid by the Board. This time shall not be charged to the employee's personal or vacation time.

ARTICLE XXIV
DURATION

This Agreement shall become effective upon ratification by both parties and shall remain in effect until June 30, 2019, subject to the health insurance reopener effective July 1, 2016, and from year to year thereafter unless either party notifies the other in accordance with MERA that it wishes to commence negotiations on a successor agreement.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to set their hand this 12th day of, 2016 September.

FOR THE THOMPSON BOARD
OF EDUCATION

THOMPSON PUBLIC SCHOOLS
SECRETARIES LOCAL 1303-130 OF
COUNCIL #4 AFSCME, AFL-CIO



Signed: Michael Jolin, Superintendent



Signed: Beverly Houle, President



Signed:

Signed:

Signed:



Signed: COUNCIL 4, AFSCME,
Staff Representative

APPENDIX A
WAGES

PAYROLL/EXECUTIVE SECRETARY

	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>
1. First Two Years	19.81	20.26	20.72	21.19
2. 3-5 Years	20.93	21.40	21.88	22.37
3. 6-9 Years	22.02	22.52	23.03	23.55
4. 10-12 Years	23.11	23.63	24.16	24.70
5. 13+ Years	24.33	24.88	25.44	26.01

PRINCIPAL/GUIDANCE/SPECIAL SERVICES/ACCOUNTS PAYABLE SECRETARIES/

	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>
1. First Two Years	19.37	19.81	20.26	20.72
2. 3-5 Years	20.35	20.81	21.28	21.76
3. 6-9 Years	21.32	21.80	22.29	22.79
4. 10-12 Years	22.25	22.75	23.26	23.78
5. 13+ Years	23.23	23.75	24.28	24.83

RECEPTIONIST/PRINTER

	<u>7/1/12</u>
1. First Two Years	16.84
2. 3-5 Years	17.59
3. 6-9 Years	18.31
4. 10-12 Years	19.04
5. 13+ Years	19.79

CLERK/TYPIST

	<u>7/1/12</u>
1. First Two Years	16.21
2. 3-5 Years	16.92
3. 6-9 Years	17.62
4. 10-12 Years	18.31
5. 13+ Years	18.92

APPENDIX B
UNION SECURITY

Section 1

All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement, but who hereafter cease to be Union members, shall, as a condition of continuing employment, for so long as they remain non-members, pay to the union a service fee equivalent to the proportionate cost of collective bargaining, grievance adjustment and contract administration.

Section 2

All persons who become employees within the bargaining unit after the date this Agreement is signed, shall, as a condition of employment, either become members of the Union or pay a service fee to the Union, equivalent to the proportionate cost of collective bargaining, grievance adjustment and contract administration.

Section 3

Any present employee within the bargaining unit who is not a member of the Union, as of the effective date of this Agreement, shall be subject to the Union membership or agency shop provisions outlined herein. Any such employee must maintain membership or pay a service fee, thereafter, as provided in this Article, within thirty (30) days of the signing of this agreement.

DUES DEDUCTION

The Board agrees to deduct from the wages of all employees who are members of the Union under this Agreement, the monthly dues and submit the same to Local 1303 of Council 4, 444 East Main Street, New Britain, Connecticut 06051, not later than the 15th of the following month. Dues should be accompanied by an alphabetical listing of the employees from which dues have been deducted. The Union agrees to submit to the Board a written authorized card duly signed by each dues paying union member and fee paying nonunion member authorizing this deduction.

The Union agreed to indemnify and to hold the Town harmless against any and all claims, demands, suits, or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

Union Orientation: The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee's hire date and shall be during working hours at a time agreed by the employees' immediate supervisor, not to exceed one hour (1) in duration.

Access to Premises AFSCME Representatives: The Employer agrees that Representatives of AFSCME shall be permitted to enter the premises of the employer at any reasonable time for the

purpose of transacting Union business, discussing, processing or investigating filed grievances, or fulfilling the role of collective bargaining agent, provided that they do not interfere with the performance of duties.

Voluntary PEOPLE Deduction: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the City harmless from any claims arising as a result of any deduction made pursuant to this subsection.

APPENDIX C

**HEALTH INSURANCE PREMIUM
SHARE FOR NEW EMPLOYEES
DURING 2010-2013 AGREEMENT**

Employees hired after the ratification of the 2010-2013 Agreement shall pay, during the term of this Agreement, 26% premium share for 2016-2017, 27.5% for 2017-2018, and 29.5% for 2018-2019 each year for Century Preferred and Blue Care, and 15% premium share for 2016-2017, 16% for 2017-2018, and 17% 2018-2019 each year for the High Deductible/Health Savings Account Plan.

THE THOMPSON BOARD OF EDUCATION

LOCAL 1303-130

By Its Chair

By Its President



Date: 9-12-16

Date: 9-19-16



Kelly Martinez
9/19/16

APPENDIX D

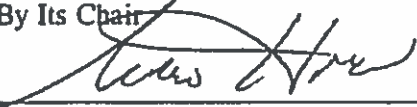
It is understood and agreed between the parties that bargaining unit members shall not be assigned to supervise students.

The Thompson Board of Education

Local 1303-130

By Its Chair

By Its President





Date: 9-19-16

Date: September 19, 2016


9/21/16