

COLLECTIVE BARGAINING AGREEMENT

-BETWEEN-

SPRAGUE BOARD OF EDUCATION

-AND-

**MUNICIPAL EMPLOYEES UNION INDEPENDENT, SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 506, AFL-CIO
(NON-CERTIFIED EMPLOYEES)**

Effective 2018 - 2021

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the SPRAGUE BOARD OF EDUCATION, hereinafter referred to as the "Board" and MUNICIPAL EMPLOYEES UNION INDEPENDENT, SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 506, AFL-CIO (NON-CERTIFIED EMPLOYEES) hereinafter referred to as the "Union."

ARTICLE 2
MANAGEMENT RIGHTS

- A. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:
1. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
 2. To establish or continue policies, practices and procedures for the conduct of Board's business and, from time to time, to change or abolish such policies, practices, or procedures.
 3. To discontinue processes or operations or to discontinue their performance by employees.
 4. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
 5. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
 6. To establish contracts or subcontracts for the Board's operations.
 7. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to discipline employees.
 8. To create job descriptions and revise existing job descriptions.
 9. To determine the work schedules for employees.

- B. The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory provisions and are not subject to delegation in whole or in part. Such rights, powers and authority shall be exercised in conformity with the specific terms and provisions of this Agreement.

ARTICLE 3
RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on wages, hours and other conditions of employment for all non-certified employees certified by the Connecticut State Board of Labor Relations on April 15, 2016 (Decision No. 4891). Employees shall be defined to mean those clerical, custodial, instructional assistant, library assistant, nurse, cafeteria worker and cook positions working fifteen (15) or more hours a week and employed by the Sprague Board of Education, and excluding the Executive Assistant to the Superintendent, the Information Technology Administrator and all others excluded by the MERA.
- B. Temporary employees may be utilized by the Board for up to ninety (90) work days.

ARTICLE 4
PROBATIONARY PERIOD

Each new employee shall serve a probationary period of ninety (90) work days from his or her date of hire and shall have neither seniority rights nor grievance rights during this period, but shall be subject to all other provisions of this Agreement. During the probationary period, an employee may be terminated for any reason at the discretion of the Superintendent or his/her designee.

ARTICLE 5
VACANCIES

- A. For the purposes of this Agreement, a vacancy shall be defined as "an opening which has arisen through a death, resignation, retirement, termination, or creation of a new position."
- B. All vacancies shall be posted for a period of seven (7) calendar days on the school's website and the bulletin board prior to any action taken by the Board to fill such vacancies. Employees wishing to be considered for assignment to such vacancies may submit their request to their immediate supervisor.

- C. A person appointed to a vacancy that involves promotion or a change to a new classification shall serve a sixty (60) day trial period in the new position or classification. During the sixty (60) day trial period, the Board has the discretion to re-assign the employee to his/her prior position (if available), or a comparable position.
- D. Vacancies shall be filled by any employee who meets the required qualifications which shall be defined as skills, abilities and seniority.

ARTICLE 6
HOURS OF WORK

- A. Full-time employees shall be defined as regularly scheduled for thirty (30) or more hours per week. Part-time employees shall be defined as working at least fifteen (15) hours and less than thirty (30) hours, but not exceeding thirty (30) hours per week.
- B. The work year for nurses shall consist of the student school year at his/her respective building plus up to (10) working days. The number of additional days for nurses and the nurse supervisor shall be determined by the administration based on the needs of the school district.
- C. Other employee work schedules, including the number of working days per year, shall be determined by the administration based on the needs of the school district. An employee's regular schedule shall be set by the administration at the outset of the contract year. Changes to an employee's regular schedule shall be communicated to the affected employee by his/her supervisor at least two (2) weeks in advance. For paraeducators and library assistant employees, the schedule shall include such mandatory after school meetings as may be designated by the administration.

ARTICLE 7
HOLIDAYS

- A. The following holidays shall be observed as days off with full pay for all employees:

New Year's Day	Fourth of July*
Martin Luther King Day	Labor Day*
Presidents' Day	Columbus Day
Memorial Day	Thanksgiving Day
Good Friday	Christmas Day
Veterans' Day	Floating Holiday (2) **

* Employees shall be eligible for these Fourth of July and Labor Day holidays only if they fall during the employees regularly scheduled work year.

** 10-month employees are eligible for only 1 floating holiday.

The Superintendent shall determine the days the above holidays shall fall on upon consultation with Union.

1. An employee shall not be paid for a holiday if he or she fails to report for work on the regularly scheduled workday prior to, or following, the holiday. This section shall not apply if the employee is on authorized leave.
 2. If a holiday, as listed above, occurs when an employee is out on sick leave, the employee's sick leave will not be charged for that holiday. Instead, the employee shall be paid for the holiday in the same manner as he or she would have been paid had the employee not been on sick leave.
- B. The Board shall determine, at least one year in advance, the day on which the holidays in Section One will be observed. If school is scheduled to be in session on any designated holidays, employees will receive a floating holiday in lieu of the holiday.

ARTICLE 8 **LEAVE**

A. Sick Leave

Sick leave shall only be used for personal illness .

1. Each twelve (12) month full-time clerical or custodial employee shall accumulate sick days at the rate of one (1) day per month, but not more than ten (10) per year.
2. Each ten (10) month clerical or custodial full-time employee, shall accumulate sick days at the rate of one (1) day per month, but not more than eight (8) per year.
3. Each full-time paraeducator, library assistant, nurse and cafeteria employee shall accumulate sick days at the rate of one (1) day per month, but not more than eight (8) per year.
4. For any absence or illness for four (4) or more consecutive workdays, or in cases of suspected abuse, the employee shall submit a physician's certificate to the Superintendent or his/her designee upon the employee's return to work.
5. Full-time employees may accumulate unused sick leave from year to year, so long as the employee remains continuously in the service of the Board, with available sick days not to exceed seventy-five (75) days. Unused sick leave is not compensable upon separation of employment.

6. Part-time employees shall accumulate sick leave at the rate of one-half day per month.
7. Sick days may be taken in quarter day increments.
8. In case of catastrophic illness or injury, the Superintendent may, in his/her discretion, grant extended additional sick leave days, with or without pay, to an employee who has exhausted accrued sick leave.
9. Each employee shall receive an accounting of the accumulated sick days credited to him/her with the first paycheck in September.

B. Personal Leave

Full time (12 month) employees may request up to four (4) personal days annually. Part time (10 month) employees may request up to two (2) personal days for the following matters of pressing personal concern which cannot be conducted outside of working hours:

1. required attendance at a judicial or administrative hearing;
2. attendance at an educational meeting/event of one's child;
3. graduation of a member of the immediate family;
4. house closing;
5. illness of a member of the immediate family or household;
6. religious holiday;
7. emergency leave absence will be used solely for circumstances in which absence from service is necessary and unavoidable.

The Superintendent may request, and an employee must provide, a written explanation for the leave request. Up to two (2) of the four (4) or one (1) of the two (2) personal days that may be requested, in lieu of a written explanation, an employee may certify in writing that the reason for the personal leave request is a matter of pressing personal concern, that cannot be conducted outside of working hours, the nature of which is too personally sensitive to disclose to the Superintendent.

Personal days shall be available for use in the year in which they are earned and shall not accumulate or be paid out upon separation of employment. In the case of extenuating circumstances, the Superintendent or his/her designee may, in a particular instance, grant additional personal days, with or without pay, at his/her discretion.

Personal leave may not be utilized on days preceding or following a school holiday or vacation recess, and may not be used during the first week or last week of the student school year, except with prior permission from the Superintendent or designee.

Application for any personal leave shall be made to the employee's supervisor at least three (3) days before taking such leave (except in the case of emergencies).

Should an emergency prevent an employee from requesting personal leave prior to the day of leave, the employee must notify the administration as soon as possible and provide the reason for the personal leave.

The minimum personal leave period that may be taken at any one time is one-half day.

C. **Bereavement Leave**

1. Three (3) days leave in the event of a death in the immediate family (father, mother, brother, sister, mother-in-law, father-in-law, grandchild or any member of the family residing in the employee's home).
2. One (1) day leave in the event of a death of a grandparent, brother-in-law, sister-in-law, daughter-in-law or son-in-law.
3. Five (5) days leave in the event of a death of a spouse or child.
4. In the event of extreme misfortune and extended leave may be granted at the Superintendent's discretion, and deducted from the employee's accumulated sick leave (if any), or granted as unpaid leave.

D. **Vacation Leave**

1. The vacation year shall be July 1 through June 30.
2. Full-time 12 month clerical and custodial employees shall receive vacation time on July 1st of each fiscal year. Eligible employees with six (6) months of service but less than one (1) year of service receive five (5) vacation days. Employees who have completed one (1) year of service receive ten (10) days. One (1) additional day shall be added after each additional year of service up to fifteen (15) days after six (6) years of service. After the completion of eleven (11) years of service employees shall receive fifteen and one half (15.5) vacation days. One half (½) working day shall be added after each additional year of service up to a maximum of twenty (20) days of vacation after the completion of twenty (20) years of service.
3. Vacation days are expected to be used each year. The maximum accumulated vacation time, which an employee can carry over from June 30th to July 1st of each year is five (5) days which must be taken during the year into which the carry over is made. The Superintendent may, in his/her discretion, permit an employee to carry over vacation days in excess of five (5) days.
4. Each employee shall receive approval from the Superintendent or his/her designee as to the particular days to be taken for vacation.

5. The minimum vacation period, which may be taken at any one time, is one-quarter day.
6. Upon voluntary resignation, retirement, or death of any employee, the employee or the legal representative of his/her estate will be paid for all days of accrued but unused vacation time at his/her current base rate of pay.
7. Any employee may take vacation days in conjunction with personal leave or holidays, if approved by the Superintendent or his/her designee.

E. **Jury Duty Leave**

1. Any employee who is called for Jury Duty shall receive the leave necessary to fulfill this legal obligation, in addition to all other leave to which he/she is entitled.
2. Any employee who serves jury duty, as requested by the appropriate authority, shall receive a rate of pay (salary) equal to the difference between that called for in the collective bargaining agreement and the jury fee rendered for his/her services.
3. Providing the Board with data to substantiate the difference between salary and jury fees received is the sole responsibility of the employee on leave.

F. **Pregnancy and Childbirth Leave**

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.
2. Accumulated sick leave shall be available for use during period of such disability.
3. Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

6. The Superintendent may grant, in his/her sole discretion, an unpaid leave of absence of up to one year for childrearing of a newborn or newly adopted child. The Superintendent's failure to grant any request for a leave shall not be subject to the grievance procedure.

G. **General Leave**

Other leaves of absence may be granted, with or without pay, in the discretion of the Superintendent of Schools. The Superintendent's failure to grant any request for a leave shall not be subject to the grievance procedure.

H. **Union Leave**

One (1) day shall be available for Union-designated employees to be released per year to attend Union-sponsored training sessions. The time shall be taken without loss of pay or benefits.

I. **Workers Compensation**

Employees who are eligible to receive benefits for temporary total disability under the Workers' Compensation Act shall be made whole by the Board of Education for a period of up to 30 days and shall not be charged to his/her annual or accumulated sick leave.

ARTICLE 9
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees.

B. Definitions

1. "Grievance" shall mean a claim based upon an alleged violation, misapplication or misinterpretation of any of the specific provisions of this Agreement.

2. "Grievant" shall mean any member of the bargaining unit and may include a group of bargaining unit employees similarly affected by the grievance.

3. "Days" shall mean days when school is in session, except that during the summer break or scheduled vacation periods, "days" shall mean business days.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement.
2. If an employee does not file a grievance in writing within twenty (20) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved employee at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

1. If an employee feels that he/she may have a grievance, he/she must first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Union assist in further efforts to resolve the problem informally with the immediate supervisor.

E. Formal Procedure

1. Level One - School Principal

- a. If an aggrieved employee is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present the claim as a written grievance to the Principal.
- b. The Principal shall, within five (5) days after receipt of the written grievance, render a decision and the reasons therefore in writing to the aggrieved employee, with a copy to the Union.

2. Level Two - Superintendent of Schools

- a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after the formal presentation, file a written grievance with the Superintendent, or file a written grievance with the Union for referral to the Superintendent.
- b. The Union shall, within five (5) days after receipt, refer the grievance to the Superintendent.

- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved employee and with his/her representatives for the purpose of resolving the grievance. Either party, at its own expense, may record the proceedings in any manner.
- d. The Superintendent shall, within three (3) days after the hearing, render a decision and the reasons therefore in writing to the aggrieved employee, with a copy to the Union.

3. Level Three - Board of Education

- a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level Two, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Union for appeal to the Board.
- b. The Union shall, within three (3) days after receipt, refer the appeal to the Board.
- c. The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved employee and with his/her representatives for the purpose of resolving the grievance. Either party, at its own expense, may record the proceedings in any manner.
- d. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved employee, with a copy to the Union.

4. Level Four- Arbitration

- a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level Three, he/she may, within three (3) days after the decision, or within twelve (12) days after the Board meeting, request in writing to the Union that the grievance be submitted to arbitration.
- b. The Union may, within five (5) days of receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Board Chairperson and the Union shall, within five (5) days after such written notice, jointly attempt to select a single arbitrator who is an acknowledged expert as an arbitrator. The rules and procedures of the State Board of mediation and Arbitration (SBMA) shall be adhered to. Failure of the Union to request such meeting within the time limits set forth above shall be deemed to be acceptance of the decision rendered at

the Board level, unless the parties mutually agree to waive such time limits.

- d. If the parties are unable to agree on an arbitrator within five (5) days, the petitioning party shall submit the demand for arbitration to the SBMA in accordance with the rules of the SBMA.
- e. The Arbitrator shall, within thirty (30) days after the hearing, render a decision in writing setting forth the findings of fact, reasons and conclusions on the issues submitted. The decision of the Arbitrator shall be final and, subject to law, binding upon all parties in interest. In rendering its decision, the Arbitrator shall be limited to application of the terms of this Agreement, and shall not have the authority to modify, expand, or negate any portion of the contract language.
- f. Each party shall pay any fees of its own representatives. In addition, each party shall make all necessary arrangements for the calling of its own witnesses. Any employee of the Board who may be called as a witness and whose participation results in loss of pay, shall be reimbursed for such loss by the party calling such person.
- g. The costs for the services of the Arbitrator shall be borne equally by the Board and the Union.

F. Rights to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. A grievant may be represented by a person of his/her own choosing.

ARTICLE 10
DISCIPLINARY ACTION

No employee shall be discharged or suspended without pay without just cause.

ARTICLE 11
WAGES

Wage scales shall be part of this Agreement in Appendix A.

- A. Time and one-half overtime shall be paid for all work actually performed in excess of forty (40) hours per week.

- B. Whenever an employee is permanently moved from one classification to a different classification which has a higher maximum rate of pay, he/she shall be paid at the lowest step in the higher classification which produces an increase.
- C. Whenever an employee is permanently moved from one classification to a different classification with a lower maximum rate of pay, he/she shall be paid at the step in the lower classification which is closest to his/her current rate of pay.
- D. Employees shall be required to utilize direct deposit.
- E. **Unscheduled School Closures:**
 - 1. Employees will be required to follow the delay schedule, except as required by the Superintendent of Schools. All staff shall be paid for a full working day on all school days when the school has an unscheduled late opening or an unscheduled early closing.
 - 2. If custodians work more than eight (8) hours due to inclement weather they shall receive time and one half for all work performed over eight (8) hours.
- F. In the event a custodian is called in outside normal work hours, they shall receive a minimum of two (2) hours pay.
- G. When assigned to work as a substitute teacher, for any period longer than one hour, the employee shall be compensated at time and one half for the time worked as a substitute teacher.
- H. When required to act as a bus monitor and accompany a student on a bus and such duty is not part of the position he/she shall be paid one and one half times their normal rate.
- I. Custodial overtime will be offered by seniority on a rotating basis. Rejection of an offer of overtime will move the Custodian to the bottom of the rotation.
- J. Each Nurse, Cafeteria worker, and Custodian will receive a two hundred dollar (\$200) clothing/shoe allowance. Employees must provide proof of purchase for reimbursement.
- K. In addition to their yearly salary Nurse Supervisors shall be paid up to one day per week during summer break, as needed to ensure Medical compliance with all State mandates at their regular hourly rate.
- L. The nurse supervisor shall receive a \$2000 Stipend each year for supervisory and child enrollment duties.
- M. Nurses shall be reimbursed for License fees and Malpractice Insurance up to \$150 each.

ARTICLE 12
INSURANCE BENEFITS

The Board shall offer following health insurance, dental and prescription coverage to eligible employees working at least thirty (30) or more hours per week and their dependents (or other such bargaining unit employees for whom coverage must be offered to comply with applicable law):

- A. Premium cost-sharing shall be required as set forth below.

Full-time 12 month employees:

The following premium cost-sharing amounts shall apply:

YEAR	BOARD COST FOR INDIVIDUAL COVERAGE	*BOARD COST FOR DEPENDENT COVERAGE
2018-19	89%	89%
2019-20	89%	89%
2020-21	88%	88%

Full-time 10 month employees:

The following premium cost-sharing amounts shall apply:

YEAR	BOARD COST FOR INDIVIDUAL COVERAGE	*BOARD COST FOR DEPENDENT COVERAGE
2018-19	89%	0%
2019-20	89%	0%
2020-21	88%	0%

- B. The Board reserves the right to self-insure in whole or in part and/or to change carriers/administrators/plans for any of the above insurance provided that coverage, benefits and administration are substantially equivalent, when considered as a whole, to those currently offered. At least sixty (60) days prior to making such a change, the Board or its designee shall notify the Union in writing. Upon request, the parties shall meet to discuss the proposed change.
- C. Should the Union and the Board disagree that the changes proposed will provide substantially equivalent coverage, benefits and administration, when considered as a whole, the disagreement(s) shall be subject to impartial arbitration as set forth in this Agreement, preferably before an arbitrator with experience and expertise in insurance matters.
- D. The medical, dental, and RX insurance plan offered by the Board shall be the State Partnership Plan 2.0.
- E. The premium rates will be established by the State of Connecticut for single employee, employee +1 and family, and for active employees and pre-65 active employees.

- F. The State of Connecticut Partnership Plan 2.0 design and co-payments shall be specified by the State of Connecticut. The Board and the Union recognize that the State of Connecticut may unilaterally change the plan design and co-payments of this plan.
- G. The parties acknowledge that the Board has a management right to leave the State of Connecticut Partnership Plan at any time for a new plan or carrier, so long as it provides reasonably comparable coverage and administration to those described in the collective bargaining agreement between the parties. In the alternative, at the Board's sole discretion, it may require the Union to engage in midterm bargaining should the Board decide to exit the Connecticut Partnership Plan. Any such midterm bargaining shall comply with the requirements of the Municipal Employee Relations Act (MERA).
- H. The parties acknowledge that the State of Connecticut Partnership Plan contains a wellness component referred to by the State as the Health Enhancement Program (HEP). All employees and dependents participating in the State of Connecticut Partnership Plan will be required to participate in HEP and subject to its terms and conditions.
- I. All employees will be required to complete any documentation required to enroll in the State of Connecticut Partnership Plan and HEP.
- J. In the event that the State of Connecticut Partnership Plan administrators impose a HEP non-participation penalty on the basis of an employee's non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee's insurance, any such penalty shall be fully paid by the non-compliant employee, by payroll deduction.
- K. The Patient Protection and Affordability Act (PPACA; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) 4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The parties recognize that the excise tax may go into effect and that the timing of the imposition of the tax is not within the parties' control. In the event that the tax is scheduled to go into effect during the term of this Agreement, the parties agree to commence negotiations in accordance with the Municipal Employees Relations Act, to determine insurance provisions for the contract year in which the excise tax goes into effect. During such negotiations, the parties will reopen negotiations for the purpose of addressing the impact of the excise tax and negotiating insurance benefits. No other provision of the contract shall be opened during such negotiations.
- L. The Board shall have the right to offer additional insurance plans as alternatives to the plans described above. The Board shall have the right to establish the percentage employee premium contribution for any such plan.
- M. **Life Insurance Benefits**

The Board shall provide, at its expense, \$30,000 of benefit coverage for each employee

subject to any limitations imposed by the carrier(s).

ARTICLE 13
UNION RIGHTS

- A. The Board shall provide space on a bulletin board for the Union to post appropriate notices of Union business.
- B. Authorized Union representatives shall be permitted to enter Sayles School with the approval of the building principal or his/her designee for the purpose of fulfilling the Union's role as a bargaining agent. Any such visits shall be conducted in accordance with the security provisions of the school district's visitors' policy and procedures. Any conferences with members of the bargaining unit shall be scheduled outside of working hours or on scheduled breaks, by pre-arrangement and permission of the administration, so as not to interfere with the duties and responsibilities of the school employee(s).

Any steward shall be released from his/her assignment for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent upon permission from his/her supervisor. When contacting an employee, the steward shall first report to, and obtain permission to see the employee, from the employee's supervisor.

- C. The Board shall make an electronic copy of the collective bargaining agreement available to all bargaining unit employees.
- D. The Board shall provide the Union with the name of any new employees and the name and position of the Union Steward(s) and Staff Representative within five (5) working days of her/his date of hire.
- F. The Board shall permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.

ARTICLE 14
SENIORITY

- A. Seniority shall be defined as an employee's uninterrupted service with the Board from date of last hire, including all authorized paid or unpaid leave, providing the employee returns to work immediately at the conclusion of such leave.
- B. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union by October 15th of each year. Upon completion of their probationary period, new employees shall be added to this list.

- C. Seniority shall terminate upon any of the following conditions:
1. Separation from employment;
 2. Expiration of the recall period; or
 3. Refusal of an offer of recall.

ARTICLE 15
LAYOFF AND RECALL

- A. The Board has the sole and exclusive prerogative to eliminate positions in the bargaining unit in the course of implementing the interests of the district.
- B. A layoff is defined as the involuntary, non-disciplinary separation of an employee from Board employment.
- C. Layoffs shall be by classification, unless the less senior employee has special skills or qualifications.
- D. Recall rights shall be by classification. Employee shall enjoy recall rights for a period of eighteen (18) months after the effective date of layoff. In the event of a recall, the employee last laid off within that classification shall be given the first opportunity for the position.
- E. Notice of recall shall be sent to the last known address of the employee, return receipt requested, at least two (2) weeks before he/she must begin work. Failure to respond to the recall notice within seven (7) working days of receipt shall be considered a refusal of recall. All rights under this article shall terminate upon refusal of recall. Employees on a recall list shall notify the Superintendent's office of address changes.
- F. Employees who had a reduction of hours or are on a recall list shall be given first opportunity for available substitute work.
- G. An employee who has been laid off and subsequently re-hired within the recall period shall have his/her sick leave, seniority and step placement restored, effective upon the date of return.
- H. Temporary and probationary employees within a classification shall be laid off before any permanent employee in such classification.

ARTICLE 16
WORKING CONDITIONS

- A. All employees working more than four hours shall have a duty-free lunch period of at least thirty (30) minutes each day.

- B. **Assault Notification.** Employees shall report immediately in writing to the Principal and Superintendent all cases of assault suffered by them in connection with their employment.
- C. **Non-discrimination.** Neither the Board of Education nor the Union will discriminate on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability (including pregnancy), genetic information, or gender identity or expression, or status as a veteran. Neither the Board of Education nor the Union will discriminate on the basis of Union activity or lack of Union activity. This section shall not be subject to the grievance procedure.
- D. **Personnel Records.**
1. Each employee, upon request, shall be permitted to examine and copy any and all materials in his/her personnel file by scheduling an appointment, in advance, during business hours. The Union may have access to any employee's records upon presentation of written authorization signed by the employee. An employee may submit and attach a written explanatory document to any material located in his/her personnel file.
 2. No reprimand or notice of other disciplinary action shall be placed in an employee's personnel file without notice to the employee. Delivery of a copy to the employee marked "cc personnel file" is adequate notice.
- E. There shall be a joint safety committee, consisting of two members from the Union and two members selected by the Superintendent, which may meet up to two (2) times a year to discuss issues related to the safety of work conditions.

ARTICLE 17
DEFERRED COMPENSATION PLAN

- A. Any 12 month employee who works a regular schedule of at least forty (40) hours per week shall be eligible to participate in the Board's deferred compensation plan as long as s/he remains in continuous employment with the Board on a 12 month, forty (40) hours per week basis. The Board shall match employee contributions up to a maximum of four percent (4%) of base pay only. Employee contributions will be made on a pre-tax basis. The combined contribution by the Board and the employee will not exceed the maximum allowed by law per year. Eligible employees who elect to participate in the deferred compensation plan must enroll prior to February 1 of each school year.
- B. The Board makes no representations or guarantees as to the initial or continued viability of such a deferred compensation plan, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the benefits of such plan. Neither the Union or any member of the bargaining unit covered with this

Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the deferred compensation plan, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. All participation in the plan shall be governed by the terms and conditions of the plan.

ARTICLE 18 **UNION DUES**

- A. Upon receipt of signed authorization form from the employee involved, the Board agrees to deduct from the pay of its bargaining unit members such membership dues and initiation fees, service fees and reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board which notice must be received or postmarked within the period June 1 to June 15, inclusive, in any calendar year which the Agreement is in effect.
- B. The Board agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on the subject.
- C. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of dues. Fee rates may only be changed once every twelve (12) months.
- D. The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made. The Union shall supply the Board with a form for the Board's use wherein the information set forth above shall be filled in and forwarded to the Union.
- E. The Union agrees to indemnify and to hold and to save the Board and its agents harmless from any and all claims, damages, suits or other forms of liability, including attorneys' fees, investigation fees, or any other expenses that the Board may incur, that shall or may arise out of any action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE 19 **SAVINGS CLAUSE**

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties adopting this Agreement that no portion

thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the others.

ARTICLE 20
DEFINITIONS

Superintendent shall mean Superintendent and/or his/her designee.

ARTICLE 21
TUITION REIMBURSEMENT

Upon prior approval from the administration and satisfactory completion of a course, the Board shall reimburse employees at 80% of the cost of the course. Satisfactory completion shall be defined as a grade of 80 (B) or better. Such reimbursement will not be accepted for payment if received later than June 30th and may not be resubmitted at a later date.

ARTICLE 22
PERFECT ATTENDANCE

Employees regularly working more than 6.75 hours per day shall receive an annual payment of one hundred fifty (\$150.00) dollars for not using any sick leave during the applicable contract year.

ARTICLE 23
MILEAGE

Employees shall be reimbursed for any mileage and expenses accrued during travel for work to locations other than their regular work assignment. They will be reimbursed at the levels established by the IRS.

ARTICLE 24
NOTIFICATION OF ASSIGNMENT

Notification of assignments for the school year will be received by the bargaining unit employees on or before the last student day of each academic year. Such notification shall include the specifics about their assignment for the next school year, if different from their current duties. Should the necessity arise for subsequent change, the employee(s) involved will be notified as soon as possible.

ARTICLE 25
SUBCONTRACTING

The Board has the right to subcontract any or all work performed by bargaining unit employees provided that this right shall not be used for the purpose or intention of undermining the Union.

ARTICLE 26
DURATION

- A. This Agreement shall take effect upon signing, and remain in full force and effect until June 30, 2021. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.
- B. If either party wishes to modify this Agreement upon its expiration, such party shall notify the other party in writing at least one hundred twenty (120) days prior to expiration.
- C. This Agreement contains the full and complete Agreement between the Board and the Union on all negotiable issues and neither party shall be required, during the term of this contract, to negotiate upon any issues whether covered or not covered in the contract. Upon taking effect, this Agreement cancels, terminates and supersedes any and all other understandings and Agreements which the parties may have previously entered into orally or in writing. However, the parties may mutually agree to such negotiations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto on this 18 day of July, 2019.

SPRAGUE BOARD OF EDUCATION

MUNICIPAL EMPLOYEES UNION
INDEPENDENT, SEIU, LOCAL 506



SIGNED: SUPERINTENDENT



SIGNED:

SIGNED:

SIGNED:

APPENDIX A

WAGE SCHEDULES 2018-2021

Effective and retroactive to January 1, 2019, each employee shall have their hourly rate increased by 8.00%.

Effective July 1, 2019, each employee shall have their hourly rate increased by 1.00%.

Effective July 1, 2020, each employee shall have their hourly rate increased by 4.90%.

APPENDIX B

[insert insurance grid]