

COLLECTIVE BARGAINING AGREEMENT

By and Between

Cromwell Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
CROMWELL BOE SECRETARIES
Local 424 - Unit 70**

July 1, 2017 through June 30, 2020

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PREAMBLE

The Agreement is entered into by and between the Board of Education of the Town of Cromwell (hereinafter referred to as the "Board") and UPSEU, Local 424-Unit 70, (hereinafter referred to as the "Union").

ARTICLE I Recognition

1. The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for secretarial employees, and central office accounting personnel of the Cromwell Board of Education, including the cafeteria bookkeeper and administrative assistant II but excluding the secretary to the superintendent (administrative assistant I), and excluding supervisors, substitutes and seasonal or temporary employees within the meaning of the Municipal/Employees Relations Act, Conn. Gen. Stat. 7-467 et seq. (the "Act"). The benefits set forth in the following Articles shall not be applicable to employees regularly scheduled to work less than twenty (20) hours per week: IX, X, XI, (except Sections 7 and 8), XII (except Sections 1 and 2), XIII.

ARTICLE II Union Security and Rights

1. During the terms of this contract or extension thereof, all bargaining unit members hired from the effective date of this Agreement shall, within seven (7) days from the date of their employment by the Board, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fee shall not exceed the minimum applicable dues payable to the Union.

2. The Board agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, service fees or reinstatement of service fees as may be fixed by the Union. Such deductions shall commence in the first paycheck after date of hire and 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 in which the Agreement is in effect. Such employee will pay a service fee not to exceed the amount of Union dues.

3. 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 fees or dues. In addition the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s). Section One service fees shall be automatically deducted by the Board.

4. No dues or fees will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation.
5. The deduction of Union fees and dues or service fees 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 and/or service fee remittances to the Union will be accompanied by the list of employees from whose wages dues deductions have been made.
6. The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.
7. A copy of the collective bargaining agreement shall be made available on the Cromwell Public Schools' website.
8. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

ARTICLE III Management Rights

1. 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:
 - (a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
 - (b) To discontinue processes or operation or to discontinue their performance by employees.
 - (c) To select and to determine the number and types of employees required to perform the Board's operation.
 - (d) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board, subject to the provisions of Article XVI.
 - (e) To prescribe and enforce reasonable rules and regulations for the maintenance

of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- (f) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

2. The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE IV

Seniority

1. Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from the first day worked following the date of last hire including all authorized paid leave providing the employee returns to work immediately at the conclusion of such leave.

2. No employees shall attain seniority or other rights under this Agreement until he/she has been continuously employed by the Board for a period of six (6) months. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. However, if requested, an employee shall be entitled to a conference with the Superintendent to discuss reasons for such termination. Upon successful completion of the probationary period, a new employee shall acquire seniority retroactive to his/her first day of employment.

3. The Board shall prepare a list of all employees covered by this Agreement showing their seniority with the Board, as defined above. and deliver the same to the Unit President no later than October 15 of each year.

4. An employee shall forfeit accrued seniority:

- (a) Upon voluntary resignation or retirement,
- (b) Upon discharge, or
- (c) Upon the expiration of recall rights after one year of layoff or refusal of a recall opportunity pursuant to Article VI.

ARTICLE V

Vacancy

1. "Job Vacancy" is defined as an opening created by a death, retirement, resignation, dismissal, promotion or new position in the classifications listed in the salary schedule.
2. The matter of filling job vacancies covered by the Agreement shall be solely within the control of the school administration in accordance with the terms of this section.
3. All job openings covered by this Agreement shall be posted for five (5) working days. Job openings shall be posted simultaneously in each school and at the office of the Board of Education, and outside the school system. The Board shall notify the Union of the vacancy by mail.
4. Employees desiring to bid on the job or apply for transfer to a vacancy shall file an application in writing with the supervisor or other appropriate individual, as identified in the job posting, within the posted time limit.
5. After the posting period expires, the Administration shall fill the vacancy in the following manner:
 - (a) The Administration will first consider applicants from within the bargaining unit.
 - (b) The Administration shall have the right to select the applicant who is most qualified and most able to perform the job, as determined by the Superintendent or his designee. If the Superintendent determines that two or more applicants are equally able to perform the job, the employee having the greatest amount of seniority, as defined in Article IV, shall be selected.
 - (c) If the Administration selects an applicant from outside the bargaining unit, the Administration shall notify the Union.
6. During the period an employee is temporarily assigned for at least six (6) days to a vacancy or new position of a different class or grade which has a higher maximum rate of pay, he/she shall be paid retroactively to the first day of employment in the vacancy or new position at the lowest step in the higher class or grade which also produces an increase of at least one pay increment for the period of the assignment. As used herein, "increment" shall mean the differential in pay between steps in the employee's regular class or grade.

ARTICLE VI

Layoff, Recall, Reduction In Force

1. The Board has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit in the course of implementing the education interests of the state. When the

Board determines that such a reduction in the work force is required, the reduction shall be made in the following manner:

- (a) In the event that a position is eliminated, the elimination shall first apply to temporary and/or probationary employees within the affected job classification.
- (b) The criteria used within the respective job classifications to select employees for layoff will be in the following order:
 - 1. Total period of employment by the Board of Education. For the purposes of layoff only, an employee's service shall be pro-rated based upon a twelve-month work year. Employees shall be laid off in reverse order of seniority;
 - 2. Ability and performance as an employee of the Board of Education, as determined by the Superintendent or his designee. Job performance is to be supported and documented by annual evaluations;
 - 3. Work or related experience of education/training in other positions.

Factors two and three shall be used, in order, in the event that two or more employees have equal seniority with the Board of Education.
- (c) Applying the criteria set forth in Paragraph B above to the general classification in which a reduction occurs, the Superintendent shall identify the employee for layoff in a recommendation to the Board.

2. Whenever a recall of employees is required, the recall shall be made within classification in the inverse order to the reduction procedure followed in Section 1. Employees shall retain recall rights for a period no longer than one (1) calendar year from the effective date of layoff. Nothing in this Article shall require the promotion of an employee into a position of higher rank, authority, or compensation.

3. Notice of recall shall be sent to the last known address of the employee, return receipt requested. If the employee rejects the appointment offer or fails to respond within seven (7) calendar days of receipt, the employee shall forfeit seniority and shall no longer be eligible for recall.

4. An employee who has been laid off and is subsequently rehired within the recall period shall receive full credit for accumulated sick leave, seniority, and step placement earned prior to layoff.

5. In the event of a reduction in work force, the Board will notify the Union and affected employees in writing at least three (3) weeks before the reduction. The Board shall consult with the Union prior to a layoff or change in hours, which affects the steward.

ARTICLE VII

No Strike

The Union, its agents and each employee agree(s) that during the term of this Agreement, it or they shall not for any reason authorize, aid, or engage in a strike, slowdown, work stoppage, sympathy strike, or other concerted interference with the Board's operation.

ARTICLE VIII

Hours of Work and Overtime

1. Time and one-half shall be paid for all work performed in excess of forty (40) hours in any one work week, and for all time worked on Saturday. Double time shall be paid for all work performed on Sunday. No overtime shall be worked unless approved, in advance, by the Superintendent or his designee.

2. Employees shall be notified of pending shift or schedule changes two (2) weeks in advance when possible. When the Board makes a shift or schedule change, the Board will notify the Union of the change and the reason therefor.

3. In the event an employee is called into work at a time not contiguous with his regular schedule, he/she will be paid for a minimum of three (3) hours work. This provision shall not apply to hours worked which are contiguous to an employee's scheduled work time.

4a. The hours of work for all positions shall be set by the Board of Education or its designee. Past practices regarding length of work day (reduced hours (6 hours per day) for summer and school vacations shall continue for secretaries where practicable. Said past practices shall not apply to the following positions: Employee Benefits and Payroll; Secretary to the Office of Business, Facilities & Technology; and Administrative Assistant II. Similarly, past practices regarding length of work week during school vacations shall not apply to the above positions. (See Article IX, Section 1(c)).

4b. Full-time twelve month employees shall work a minimum of 1821 hours per year. Full-time ten month employees shall work a minimum of 1404 hours per year. The work year schedule for all employees is subject to possible annual changes in the school calendar, including school vacation weeks. Subject to the approval of the Superintendent of Schools and/or his/her designee, a secretary may request to work a seven and one-half hour day for five (5) working days immediately prior to the first day of the student school year and for five (5) working days immediately following the last day of the student school year.

4c. If the hours of any staff member are increased over the levels indicated in effect for that staff member for the prior work year, that staff member shall be paid for the additional hours worked.

5. All employees shall be entitled to two ten-minute breaks, one in the morning and one in the afternoon. As long as each building has appropriate secretarial coverage, an employee may

use one of the ten (10) minute breaks to extend his/her lunch break from thirty (30) minutes to forty (40) minutes.

6. During the summer from time to time and at the discretion of the principal and superintendent, secretarial coverage may be required in excess of 6 hours for positions other than Employee Benefits and Payroll; Secretary to the Office of Business, Facilities & Technology; and Administrative Assistant II. Such additional coverage needs will be made known to all 10 and 12 month secretaries and all unit members will have an opportunity to volunteer for the additional coverage provided such volunteers are qualified to perform the necessary work and/or have sufficient experience to perform the necessary work. If there is more than one volunteer, the work shall be given to the most senior employee. If there are no qualified volunteers, the Superintendent or his or her designee shall have discretion to assign the extra work.

7. During the summer, by request of the employee and approval of the principal or supervising administrator, the start and end time of the regular six (6) hour day, currently 8am-2pm, may be amended by up to one (1) hour earlier at the beginning of the day, without changing the number of hours worked each day.

ARTICLE IX Holidays

1. (a) The following paid holidays shall be observed for all employees, except that ten (10) month school year employees shall not receive Independence Day as a paid holiday:

New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	One Floating Holiday
Independence Day	Veterans Day or Floating Holiday
Labor Day	

- (b) Except as provide in Section 1(c) below, employees will continue the following practice for holidays observed during school vacation or recess time in the 2017-2020 time period:

- If any of the mentioned holidays fall on a vacation week, secretaries shall work two days
- If no holiday falls during a vacation week, secretaries shall work three days a week

- (c) The above work week limitation in Article IX. subsection (b) for school vacations shall not apply to the following positions: Employee Benefits and

Payroll; Secretary to the Office of Business, Facilities & Technology; and Administrative Assistant II. The Supervisors of the above positions shall determine the length of the individual employee's work week during school vacations, subject to the approval of the Superintendent. The employee shall be provided at least ten (10) days notice of his/her vacation work week schedule.

- (d) On days when school closes early, the Superintendent shall determine whether employees shall be allowed to leave early. When employees are permitted to leave under such circumstances, they shall not suffer any loss of pay.

2. State statute shall be used to determine which date the holidays in Section 1(a) will be celebrated.

3. An employee who is required to work on the day of observance of any of the aforesaid holidays shall be compensated at the rate of 1-1/2 times his/her regular hourly rate for all hours worked on said day in addition to his/her holiday pay except an employee who is required to work on Veteran's Day shall be provided an additional floating holiday in lieu of the 1-1/2 times pay. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his/her designee at least two (2) weeks before the day the employee wishes to take as a floating holiday. Floating holidays shall only be available in the fiscal year in which they are earned and shall not be carried over to the following fiscal year. Floating holidays shall be paid at straight time.

4. Except in cases of emergency or as approved by the Superintendent, no employee shall be entitled to holiday pay unless he/she works the last regularly scheduled day of work before and the first regularly scheduled day of work after the holiday. In the event of personal illness, an employee may be asked to provide a doctor's certificate showing date of illness or incapacity to receive holiday pay under this subsection in cases of suspected sick leave abuse. If a holiday occurs during an employee's approved vacation, the employee shall be entitled to receive the holiday pay.

5. When a holiday occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time.

ARTICLE X

Vacation

1. All twelve-month employees shall earn vacation in accordance with the following schedule:

after one (1) year of service	five (5) days paid vacation
after two (2) years' service	ten (10) days paid vacation
after five (5) years' service	Fifteen (15) days paid vacation
after twelve (12) years of service	Twenty (20) days paid vacation

New hires shall accrue vacation days at the rate of 5/12 per month during their first year of employment.

Employee anniversary dates shall be used to determine the amount of vacation time due. All employees' vacation accumulations due on their anniversary date shall be credited at the beginning of each fiscal year, (July 1).

2. With approval of the Superintendent or his/her designee, unused vacation time shall be accrued and carried over to the next year to a maximum of ten (10) days.

3. Vacations must be approved, in advance, by the Superintendent or his/her designee. In the case of a conflict between employees' selections and the work schedule requirements, seniority will prevail for vacation requests submitted prior to May 1st. Requests after that date no longer have the prerogative of seniority prevailing. Vacation requests shall not be unreasonably denied.

4. Except as permitted by the Superintendent or his/her designee, no more than three (3) weeks of vacation may be used at any one time. Vacation requests must be submitted at least two (2) weeks before the intended vacation start date and all such requests are subject to the approval of the Superintendent. Employees may not take vacation during the last two (2) weeks of June, however, the Superintendent may make exceptions for good cause shown. No decision made by the Superintendent or his/her designee under this subsection shall be subject to the grievance procedure. Vacation requests shall not be unreasonably denied.

5. Accrued vacation benefits shall be paid to employees who retire from the bargaining unit after ten (10) consecutive years of service to the Cromwell Public Schools. In the event of an employee's death, his/her accrued vacation time shall be payable to his/her estate. Employees hired on or after July 1, 2017, shall be paid for accrued vacation benefits capped at a maximum of 10 days upon retirement provided they have at least ten (10) consecutive years of service to the Cromwell Public Schools.

ARTICLE XI Leave Provisions

1. Sick Leave: Twelve-month employees shall receive sick leave with full pay of fifteen (15) working days per annum with the amount of 150 full days of unused sick leave that can be accumulated. The accumulation of the 150 days shall not include those sick days earned during the current contract year.

Ten-month employees shall receive sick leave with full pay of twelve and one-half (12 1/2) working days per annum with the amount of 130 full days of unused sick leave that can be accumulated. The accumulation of the 130 days shall not include those sick days earned during the current contract year. Each employee shall be notified of his/her accumulated sick leave no later than July 30 of each year.

Sick leave may be used for the following purposes:

- (a) Personal illness or injury
 - (b) Enforced quarantine of the employee in accordance with community health regulations.
 - (c) In the event of death in the immediate family when as much as four (4) working days leave with pay shall be granted for each occurrence. "Immediate family" means husband, wife, member of a civil union, father, mother, in-laws, sister, brother, child, grandchild or grandparents, and also any relative who is domiciled in the employee's household.
 - (d) In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that no more than four (4) days of sick leave per calendar year shall be granted. With permission of the Superintendent or his designee, additional accrued sick leave may be taken within a calendar year. "Immediate family" means husband, wife, father, mother, in-laws, sister, brother, child, grandchild or grandparents, and also any relative who is domiciled in the employee's household. With permission of the Superintendent or his designee, additional accrued sick leave may be granted within a calendar year.
 - (e) Employees shall be permitted to use one (1) sick leave day per year to attend a funeral of a person not covered by Article XI, Section 1(c).
2. A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive working days of absence or in cases of suspected abuse, provided that the employee has been notified in advance that there is reasonable cause to believe the employee is abusing sick leave.

3. Sick Leave Bank

For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Board and the Union agree to establish a Sick Leave Bank.

- (a) Participation by members of the bargaining unit shall be mandatory beginning after completion of one (1) full year of service. Each employee must donate a minimum of one day each year. There is no limit on the number of days that employees may donate to the Bank. Sick leave donations shall be made on or before July 1 of each year. Donations to the sick leave bank shall be final, irrevocable and not subject to payment under Article XI, Section 4.
- (b) The Bank shall be administered by a committee that will meet when necessary to make a decision on a request to utilize the sick leave from the Bank. The

Committee shall consist of the Superintendent or his designee, one representative of the bargaining unit and one chosen by vote of the above mentioned representatives. Decisions of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure. If not before, this Committee shall be formed within ten (10) working days following a member request for sick leave bank time is made; once formed the Committee shall remain the same for a period of three (3) years.

- (c) The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility of a secretary to draw from the Bank:

- completion of two years of service in Cromwell.
- employee must have used up all of his/her accumulated sick leave.
- employee must submit medical evidence that the leave is necessary due to serious and lengthy illness not covered by workers' compensation.

All applications shall be kept in the strictest confidence.

- (d) Upon compliance with Section C above, the sick leave bank committee may issue up to two (2) grants of days from the sick leave bank to each employee during the employee's entire working relationship with the Board. The cumulative total of the two grants of days from the sick leave shall not exceed 90 cumulative days.
- (e) The Board shall notify the Union annually, by July 30th, of the total number of accumulated leave days available in the sick leave bank.
- (f) The Sick Leave Bank shall have a minimum of one hundred (100) days in reserve. If the number of days falls below one hundred (100), then Section (a) shall be reapplied. However, the total number of Sick Leave Bank days in reserve shall not exceed three hundred and fifty (350) days. In the event the three hundred and fifty (350) maximum would be exceeded, then Section (a) of this Article would not be reapplied.

4. Upon the retirement or death of any employee who has completed ten (10) continuous years with the Board, he/she or the legal representative of his/her estate, shall be compensated at the employee's applicable wage rate for twenty-five (25) percent of the total accrued and unused sick leave.

5. Upon exhaustion of sick leave, an employee may request an unpaid leave of absence of up to six months from the Superintendent or his designee. No decision by the Superintendent or his designee regarding such a request shall be subject to the grievance procedure. No benefits will accrue during the unpaid leave of absence except that the employee shall have access to group rates for medical insurance.

6. Personal Leave: The Superintendent or his designee may grant personal leave of up to

five (5) days each year (noncumulative) for personal business that cannot be transacted outside of school hours. Employees must request such leave in writing on such form as may be administratively required, at least 48 hours in advance, provided that the employee may verbally notify the Superintendent or his designee and complete the appropriate form upon return to work in the case of a bona fide emergency. Employees will be required to check personal or personal/personal day leave only on the provided form.

7. **Military Leave.** Military leave shall be granted in accordance with the law.

8. **Jury Duty.** All employees who are called to serve as jurors shall be paid the difference between the amount received as a juror, minus the expense money, and the regular pay for each day of jury duty, provided that such employee gives written notice to the Superintendent or his designee within 48 hours after he/she receives the call to jury duty, and provided the employee furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

9. **Insurance coverage** will continue at the Board's expense during paid leave.

10. **Family and Medical Leave.** Eligibility: Employees who have worked for the Board of Education for at least (12) months and who have worked at least 1,250 hours in the 12 months preceding commencement of the requested leave may submit a written request to the Board of Education seeking up to twelve (12) weeks of unpaid leave during any rolling twelve-month period in accordance with the federal Family and Medical Leave Act ("FMLA") 29 U.S.C. section 2601 *et seq.* If the requested leave qualifies for FMLA, any accumulated paid leave must be taken concurrently with the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for all FMLA leaves.

11. **Union Leave.**

- (a) One (1) member of the Union Executive Board and the Grievant shall be granted leave from duty with full pay for all meetings between the District and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty, at each step of the grievance procedure through arbitration.
- (b) The Union shall have the right to have its negotiation committee present for all negotiation meetings. When such meetings take place at a time during which such members are scheduled for work, they will be granted leave from their duties with full pay for such meetings.
- (c) Officers of the Union or members of the Union, as may be designated by the Union, shall be granted leave with full pay for Union business such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purposes set forth in the Section shall not exceed four (4) working days (or twenty-eight (28) hours) in a fiscal year. No more than one (1) official or member shall be away from the same building assignment at

the same time and at least two (2) weeks' notice of such absences shall be given to the appropriate Administrator by the Union President.

ARTICLE XII Pregnancy and Paternity Leave

1. Maternity and Childbearing Leave: Any employee who becomes pregnant shall so notify the Superintendent or his designee at least four months prior to the expected date of delivery. Such employee shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, leave is expected not to exceed six (6) to eight (8) weeks after delivery, unless such employee is FMLA eligible (see Article XI, Section 10). Upon return, the employee shall be assigned to her former position. Such leave shall be treated the same as any other short-term disability due to childbirth, or for a male employee, beginning at a mutually agreeable time, an employee may request an unpaid leave of absence of up to twelve months for childbearing purposes. Such employee shall have access to group rates for insurance during the period of this leave. No decision made by the Superintendent or his designee with respect to such a request shall be subject to the grievance procedure. At the end of any such leave of absence, the employee shall be reinstated to her former position, if such position is still available, or to a position of equivalent pay and benefits.
2. A pregnant employee will inform the Superintendent of Schools before she leaves work that she intends to return to her job.
3. Three (3) days of paid leave deducted from sick leave will be provided to mother, father and/or spouse at the time of birth, adoption or taking custody of a child.

ARTICLE XIII Insurance and Pension

Employees who work at least twenty five (25) hours per week shall be eligible to enroll in a High Deductible Health Plan (HDHP) with Health Savings Account (HSA), or a Health Reimbursement Account ("HRA") for individual, two person or family coverage. The HDHP will be the sole plan for all employees.

During the life of this Agreement participating employees shall make the following contributions towards the cost of their High Deductible Health Plan premiums:

2017-2018	16.5%
2018-2019	17%
2019-2020	18%

The insurance provided to employees is described in Article XIII, Section 1 below, and shall be subject to the provisions of Article XIII, Section 3.

1. The HDHP Plan shall have the following benefit elements:

	In Network Expenses	Out of Network Expenses
Insurance Plan	Flex POS Insurance Plan	
Annual deductible	\$2,500 (s); \$5,000 (f)	\$5,000/\$10,000
Co-Insurance	0% after deductible	20% after deductible, up to co-insurance maximum
Co-Insurance Maximum	\$0	\$5,000/\$10,000
Out of Pocket Maximum	\$3,500/\$7,000	\$10,000/\$20,000
Preventive Medicine	\$0	
Prescription Drugs	\$5/\$30/\$40 after deductible.	20% after deductible, up to co-insurance maximum

The Board's contribution to the applicable HSA deductible during the term of this contract shall be as follows: For each employee who elects to participate in the HSA/HDHP, the Board will deposit into the employee's HSA account fifty (50%) of the annual deductible amount. The Board's contributions toward the applicable HDHP deductible amount will be deposited into the employee's HSA account as follows: (a) for 12-month employees the entire amount on/or about July 1st, and (b) for 10-month employees half of the required amount shall be deposited on or about July 1st, and the other half shall be deposited on/or about September 1st. The Board shall have no obligation to fund any portion of the annual HDHP deductible amount for retired employees or other individuals upon their separation from employment.

2. Group Life Insurance with accidental death and dismemberment benefits of \$45,000 at no cost to the employee. Employees shall be permitted to purchase additional life insurance at 100% employee cost.
3. The Board reserves the right to change insurance carriers at any time, provided that the overall level of benefits remains substantially equivalent. The Board will consult with the Union when changing carriers. The Board will arrange for information sessions with the employees covered by such insurance in order to provide for the smooth transition in the practices and procedural changes that might occur because of the change in new insurance carriers.
4. The Board of Education shall make available a plan under Section 125 of the Internal Revenue Code for the payment of employees' contributions to the cost of insurance premiums on a pretax basis to the extent permitted by law.
5. Pension. Eligible employees may continue to participate in the existing pension plan as required by the Master Plan of the Town of Cromwell, subject to the rules and regulations of

the Master Plan. The Board agrees to work with the Town of Cromwell to convene an annual informational meeting regarding any changes that may arise in the pension plan. This Section shall not be subject to the grievance arbitration provisions of this Agreement.

6. Retiree insurance. Employees who retire, as the term is defined in the Master Plan of the Town of Cromwell, after a minimum of ten (10) years of continuous service to the Board, are eligible to enroll in the above described insurance plan, for themselves and their respective spouses and at no cost to the Board, provided the insurance carrier permits enrollment without a rate increase.

Retired employees shall be eligible to participate in the above-described insurance plan until they reach their Medicare eligibility rate. At such time, eligibility to participate in the above-described insurance plan shall cease.

Spouses of employees who retire after a minimum of ten (10) years of consecutive service to the Board are eligible to participate in the above-described insurance plan for up to five (5) years after the retirement date of the retired employee.

Retired employees and their spouses are eligible to buy into the above-described insurance plan at the same rate available to individuals who currently receive continuing health insurance coverage pursuant to the Board's COBRA plan.

7. Employees may contribute pre-tax dollars to be used for certain costs associated with the care of a dependent child, parent or spouse as permitted by applicable tax laws, in the Board established Reimbursement Account. Members may divert a portion of their gross earnings into an account from which, during the course of the Plan Year, they can be reimbursed for Dependent Care costs incurred during the Plan Year. Pre-tax contributions shall be made by payroll deduction and the contribution shall be allocated to an account maintained on the participant's behalf.

8. Dental: During the life of this Agreement, employees shall make the following contributions towards the cost of their dental insurance premiums:

2017-2018	21.5%
2018-2019	22%
2019-2020	23%

Employees may elect coverage under the Dental Rider A, but the cost of such coverage shall be borne entirely by the employee. When an employee elects dependent dental coverage, a dependent shall be eligible until age twenty-six (26), or as otherwise required by law (ex: disabled dependent may be eligible beyond age twenty-six (26)).

ARTICLE XIV

Wages

1. The Wages for positions covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
2. The wage increases for the duration of this agreement are reflected in Appendix A, and are calculated based on the following:

2017-18: two and one-quarter percent (2.25%) general wage increase and no step movement retroactive to July 1, 2107
2018-19: two and one-half percent (2.50%) general wage increase and no step movement
2019-20: two and one-half percent (2.50%) general wage increase and no step movement
3. 10 month and 12 month secretaries may be hired up to Step 3 on the wage scales set forth in Appendix A based upon their knowledge, skill and experience but will not be placed higher than current employees with commensurate knowledge, skill and/or experience. The employee benefits and payroll person may be hired up to step 6 of the wage schedule in Appendix A based upon his/her knowledge, skill and experience.
4. For the life of the 2017-2020 Agreement, an employee who has completed his/her probationary period and who continues in the same classification shall receive the general wage increases and/or step movements in accordance with section 2 above on July 1 of each contract year.
5. Whenever an employee is permanently moved from a class or grade to a different class or grade which has a higher maximum rate of pay, he/she shall be paid at the lowest step in the higher class or grade which also produces an increase of at least one pay increment for as long as he/she works in that classification. As used in this Agreement, "increment" shall mean the differential in pay between steps in the employee's regular class or grade.
6. Whenever an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, he/she shall be paid at the step in the lower class or grade which is closest to his/her current rate of pay.

ARTICLE XV

Payment for Services

The Board shall comply with its statutory wage obligation.

ARTICLE XVI

Disciplinary Action

1. "Disciplinary action" as used in this Article shall include verbal warning, written

warning, suspension or discharge. Disciplinary action shall be for just cause.

2. Written reasons for all warnings, suspensions and discharges must be given to the employee and the Union at the time of the warning, suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible. Serious misconduct may be grounds for immediate suspension or discharge.

3. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action may have a Union steward or other Union representative present. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.

4. Disciplinary actions as defined above may be appealed through the established grievance procedure.

ARTICLE XVII Grievance Procedure

1. Definitions

- (a) A "grievance" shall mean a complaint by an employee, the Union, or a group of employees that his/her/its rights under the specific language of this Agreement have been violated, or that as to him/her there is a misinterpretation or misapplication of the specific provisions of this Agreement.
- (b) "Grievant" shall mean any member of the bargaining unit, or a group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this article.
- (c) "Days" shall mean calendar days.
- (d) The parties may waive or modify the steps or time limits set forth herein by written mutual consent.

2. Time Limits

- (a) If a grievance in writing is not filed within twenty-one (21) days after the grievant 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.
- (b) Failure by the grievant 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.
- (c) An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance

to the next higher level.

3. Level One - Administrator

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her Administrator and/or a Union steward or representative in an effort to resolve the problem informally.

4. Level Two - Superintendent of Schools

If the employee is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the Superintendent. The Superintendent shall, within seven (7) days of that filing of the grievance in writing, give a written answer with a copy to the Union. In dismissal, suspension, demotion and class action grievances, the grievance shall be submitted directly to Level Three upon the mutual agreement of the parties.

5. Level Three - Board of Education

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within seven (7) days after the decision submit the grievance to the Board of Education.
- (b) The Board of Education shall hold a meeting within thirty (30) days after receipt of the grievance, at which time it shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.
- (c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefor in writing to the grievant, with a copy to the Union.

6. Level Four - Mediation/Arbitration

- (a) If the grievance is not resolved to the Union's satisfaction at Level Three the Union may, at its option, submit the grievance to arbitration by the American Arbitration Association within fourteen (14) days of receiving the Level Three answer. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. At the time of filing for arbitration, the Union may request mediation with the Connecticut State Board of Mediation and Arbitration. In no event, shall the Board be required to mediate.

The parties can mutually agree to submit the grievance to the Connecticut State Board of Mediation and Arbitration.

- (b) The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render his decision in writing no later than

thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding.

- (c) The cost of arbitration will be borne equally by the parties.
- (d) The arbitrator will hear only one grievance at a time, except as otherwise agreed by the parties. This provision will not prevent the arbitrator from hearing a Union or class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.
- (e) The parties may waive or modify the steps or time limits set forth herein by written mutual consent.

ARTICLE XVIII Personnel Records

1. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file during business hours. The Union shall have access to any employee's records upon presentation of written authorization signed by the employee.
2. No written evaluation, 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. Employees may make a written response to evaluations which are contained in their files.

ARTICLE XIX Duration

1. The Board and the Union agree that this Agreement shall be in full force and effect from the July 1, 2017 through June 30, 2020. On or before February 1, 2020, the parties shall begin negotiations for a successor contract.
2. This Agreement shall remain in full force and be effective during the period of negotiations.
3. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days before expiration hereof.

ARTICLE XX
Complete Agreement

This Agreement contains the full and complete agreement of the parties on all negotiable issues. The parties may mutually agree to negotiate during the term of this Agreement or shall negotiate if ordered to do so by an authority of competent jurisdiction.

ARTICLE XXI
Miscellaneous

1. All secretarial personnel shall be released early with no loss of pay at the discretion of the Superintendent or his designee when school is closed due to snow or other emergency.
2. 12 month secretarial employees shall report to work when school is closed due to snow or other emergency at the discretion of the Superintendent or designee. Employees shall not be required to report to work and shall suffer no loss of pay when the Governor declares a state of emergency. Employees shall be allowed to use a vacation or personal day if they feel that the conditions are not safe to report to work.
3. Employee use of a personal vehicle for school business shall be reimbursed at the current IRS rate.
4. The Board agrees to provide information to the Union in compliance with the provisions of the Connecticut Freedom of Information Act and the Municipal Employee Relations Act.
5. Each employee shall be entitled to tuition reimbursement of up to \$700.00 per contract year for courses and/or seminars related to his or her position with the Cromwell Public Schools, and approved by the Superintendent prior to the commencement of the course or seminar, subject to the relevance of the proposed course or seminar. Reimbursement for such seminars and courses shall be made upon presentation of evidence of successful completion. The Superintendent or his designee may, in his discretion, allow an employee to attend such courses or seminars without loss of compensation when such courses and seminars cannot be scheduled outside working hours.
6. The Union may use school buildings for meeting with bargaining unit employees, provided it makes written application to the Superintendent or his designee, and provided that the use is approved by the building principal and the Superintendent or his designee. Such authorization shall not be unreasonably withheld. Such use shall be at no cost to the Union, except that the Union shall be required to pay for any additional cleanup necessitated by such use.
7. Pursuant to the provisions of Conn. Gen. Stat. 10-212a, no secretary shall be required to administer medication.

8. The Board shall have the right to implement a Workers' Compensation Managed Care Plan, also known as a Workers' Compensation Preferred Provider Plan, in accordance with Connecticut General Statutes 31-279, et al.

9. The Board will provide each employee with annual notice no later than September 30th of the employee's step placement.

10. No employee shall be required to administer first aid.

11. Employees shall be allowed to attend training seminars and/or professional development conferences each year, subject to seminar availability, sufficient office coverage and approval of the Superintendent or his/her designee.

12. All employees shall be evaluated in writing on an annual basis. The evaluation forms shall be developed by the Administration in collaboration with the Union.

ARTICLE XXII Savings Clause

1. If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

The parties agree to expeditiously negotiate a substitute for the invalidated Articles, Section, Sentence, Clause and Phrase.

ARTICLE XXIII Non-Discrimination

1. All provisions of this agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, sex, national origin, age, gender identity or expression, genetic information, ancestry, physical or mental disability, political or labor affiliation.

ARTICLE XXIV Job Description

1. The Board shall notify the Union about the contents of any new or amended job descriptions prior to implementation.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS
AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED
REPRESENTATIVES THIS _____ DAY OF _____ 2017.

CROMWELL BOARD OF EDUCATION

UNITED PUBLIC SERVICE
EMPLOYEES UNION

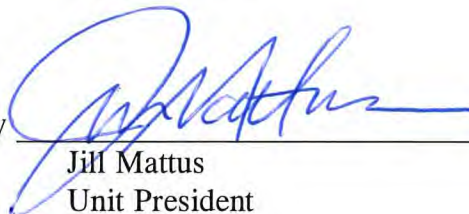
By



By

Kevin Boyle
UPSEU President

By



Jill Mattus
Unit President

APPENDIX A

2017-2018 (2.25% GWI, No Step Movement)

Step	10-Month Sec.	12-Month Sec.	Bookkeeper and Accts. Payable	Admin. Asst. II
1	\$20.66	\$20.96	\$22.46	\$23.56
2	\$21.36	\$21.85	\$23.35	\$24.44
3	\$22.18	\$22.59	\$24.22	\$25.15
4	\$22.96	\$23.37	\$25.13	\$25.93
5	\$23.76	\$24.12	\$26.03	\$26.68
6	\$24.51	\$24.89	\$26.91	\$27.43
7	\$25.30	\$25.66	\$27.78	\$28.21
8	\$27.60	\$27.81	\$30.13	\$30.43
Off		\$31.32		

2018-2019 (2.50% GWI, No Step Movement)

Step	10-Month Sec.	12-Month Sec.	Bookkeeper and Accts. Payable	Admin. Asst. II
1	\$21.18	\$21.48	\$23.02	\$24.15
2	\$21.89	\$22.40	\$23.93	\$25.05
3	\$22.73	\$23.15	\$24.83	\$25.78
4	\$23.53	\$23.95	\$25.76	\$26.58
5	\$24.35	\$24.72	\$26.68	\$27.35
6	\$25.12	\$25.51	\$27.58	\$28.12
7	\$25.93	\$26.30	\$28.47	\$28.92
8	\$28.29	\$28.51	\$30.88	\$31.19
Off		\$32.10		

2019-2020 (2.50% GWI, No Step Movement)

Step	10-Month Sec.	12-Month Sec.	Bookkeeper and Accts. Payable	Admin. Asst. II
1	\$21.71	\$22.02	\$23.60	\$24.75
2	\$22.44	\$22.96	\$24.53	\$25.68
3	\$23.30	\$23.73	\$25.45	\$26.42
4	\$24.12	\$24.55	\$26.40	\$27.24
5	\$24.96	\$25.34	\$27.35	\$28.03
6	\$25.75	\$26.15	\$28.27	\$28.82
7	\$26.58	\$26.96	\$29.18	\$29.64
8	\$29.00	\$29.22	\$31.65	\$31.97
Off		\$32.90		

SIDE LETTER TO THE 2017-2020
COLLECTIVE BARGAINING AGREEMENT

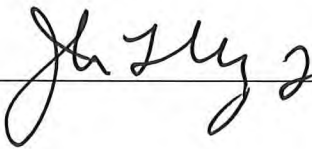
The Cromwell Board of Education and UPSEU hereby acknowledge that as of June, 2017 there is one (1) employee currently off the salary schedule. This employee shall receive the negotiated 2.25% general wage increase for 2017-2018, and the negotiated 2.5% general wage increase for the 2018-2019 and 2019-2020 work years.

Accordingly, the employee's off scale hourly rates for the 2017-2018, 2018-2019 and 2019-2020 years shall be listed separately as follows:

Employee	2017-18 Hourly Rate	2018-19 Hourly Rate	2019-20 Hourly Rate
Linda Libera	\$31.32	\$32.10	\$32.90

CROMWELL BOARD OF EDUCATION

By



UPSEU

By

