

AGREEMENT

between

EAST LYME BOARD OF EDUCATION

and

**EAST LYME NON-CERTIFIED EMPLOYEES
SECRETARIAL BARGAINING UNIT
LOCAL 1303-138 OF COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
AFL-CIO**

JULY 1, 2019 - JUNE 30, 2022

Ratified by the EL BOE – 5/20/19

7527960v2

FILED

Oct 10 2019 AT 2:10 AM/PM
Karen Galbraith
EAST LYME TOWN CLERK

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PREAMBLE

This Agreement entered into by and between the East Lyme Board of Education (hereinafter referred to as the "Board") and Local 1303-138 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union"), in order to increase harmonious relationships between the Board and its employees.

ARTICLE I RECOGNITION

Section 1.1

The Board recognizes the Union as the exclusive representative of all non-certified administrative assistants, account clerks, library assistants, office managers, payroll clerk, and secretaries working twenty (20) hours or more per week, excluding the Executive Assistant to the Superintendent, the Executive Assistant to the Assistant Superintendent, the Human Resources Generalist, and the Business Supervisor for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment within the meaning of the Municipal Employee Relations Act.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1

It is recognized that the Board of Education has and will continue to retain the responsibility and prerogative to direct the operations of the public school system in the Town of East Lyme in all its aspects, including, but not limited to, the following: to maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interest of the Town of East Lyme; to give the children of East Lyme as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus, and other property used for school purposes; and to employ, transfer, suspend, or dismiss employees of the Board in the manner provided by statute and in accordance with the provisions of the Agreement. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same should not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of the Agreement.

ARTICLE III UNION SECURITY AND DUES DEDUCTION

Section 3.1

All employees within the bargaining unit shall become and remain members of the Union or pay a service fee equal to Union dues as a condition of continuing employment not later than thirty (30) days after their date of hire. An agency fee payer may apply to the AFSCME International Union for a rebate in accordance with the Union's existing procedure.

Section 3.2

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Board agrees to deduct from the employee's pay each payroll period such dues and/or service fees as determined by the Union.

Section 3.3

This amount will be certified by a responsible Union Officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Board.

Section 3.4

Such payroll deduction as provided herein shall be remitted to the Council 4 office of the Union by the fifteenth (15th) day of the next month following the month in which dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

Section 3.5

New employees shall sign a payroll deduction card at their time of hire, effective the first payroll period following their completion of thirty (30) days of employment.

Section 3.6

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

Section 3.7

The Board shall allow the employees to make a voluntary PEOPLE deduction from their pay. Once authorized, the Board will continue to make the deduction unless and until the bargain unit member provides written notice to the Board that the authorization has been revoked. The Board shall, upon request of the Union no more than once annually, prepare a list of all participating employees.

Section 3.8

The elected Local Union's Officers shall have top seniority in the bargaining unit in the event of layoff.

ARTICLE IV
NO LOCKOUT OR STRIKE

Section 4.1

There shall be no strike, slowdown, suspension, sick-out, or any other individual or concerted interference with the operation in any part of the work of the Board's operation by the Union or any of its individual employees, nor shall there be any lockout by the Board in any part of the Board's operation. Any employee who engages in such activity shall be subject to disciplinary action, up to and including discharge.

ARTICLE V
APPOINTMENTS, ASSIGNMENTS, AND TRANSFERS

Section 5.1

A notice of vacancy or newly created position(s) will be posted in each school building and in the central office for ten (10) business days, unless the parties mutually agree to change the number of days posted. All posted positions shall state the specific job title, school, indicate whether a 10, 11, or 12-month position and expected hours of work. In addition, the Union President shall receive a copy of all approved letters of hire.

Section 5.2

No permanent appointments will be made until the posting procedure has been followed. The Union President shall receive a copy of all approved letters of appointment.

Section 5.3

Whenever qualifications are relatively equal, as solely determined by the Superintendent of Schools, seniority shall be the deciding factor with respect to transfer, promotions, filling of vacancies, or new positions and transfers from ten (10) to eleven (11) month or twelve (12) month positions. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously.

Section 5.4

All new positions shall be posted, and whenever qualifications are relatively equal, as determined by the Superintendent, bargaining unit employees shall have preference over new hires provided they are deemed qualified to perform the work available.

Section 5.5

When promoted or transferred to a higher classification, employees shall move to the same step in the new classification.

Section 5.6

The Board administration will make a good faith effort to use union members during the school year to perform any temporary work or, if necessary, to offer union members the opportunity to work overtime to fulfill the requirements of any temporary duty. The Board will maintain a union secretary sub list composed of retired Local 1303-138 members and other qualified individuals. The rate of pay for retired union members will be Grade 2, Step 1 of the Collective Bargaining Agreement.

In case no union members opts to fulfill the requirements of the temporary duty, only then will the Board offer the temporary work to a person on the substitute list, giving the priority to retired members of Local 1303-138.

In the event of a short-term absence during the school year, the BOE has the option of hiring a substitute from the substitute list, giving the priority to retired members of Local 1303-138.

ARTICLE VI **HOURS OF WORK**

Section 6.1

All full-time employees shall work seven and one half (7.5) hours per day not including thirty (30) minutes for lunch, unless otherwise designated to work the lunch hour, in which case the one-half (1/2) hour is included within seven and one half (7.5) hour workday.

Section 6.2

The Board shall designate starting times. In the event starting times need to be changed on a temporary basis, affected employees shall be notified in writing at least twenty-four (24) hours in advance. Any permanent changes in starting times require two (2) weeks' advance written notice.

Section 6.3

The normal work week shall be thirty-seven and one half (37.5) hours, Monday through Friday, but the Board may make changes or additions for good cause.

Section 6.4

In the event schools are closed for students but central office or school buildings remain open, employees are expected to report to work if their immediate supervisors are required to report to work. Employees who do not report to work on such days will be required to utilize a personal or vacation day. In the event that the Superintendent of Schools closes the entire school district, including central office, employees will be allowed to stay home, or be sent home without loss of pay.

Section 6.5

Employees shall receive a full day's pay if they are dismissed early, but shall not receive such pay simply because schools are dismissed early.

Section 6.6

Employees working more than forty (40) hours in one (1) week shall be paid overtime at one and one-half (1-1/2) times their regular rate.

Section 6.7

Employees scheduled to work less than seven and one-half (7.5) hours per day may arrange unpaid lunch periods with their immediate supervisors.

Section 6.8

Work year shall be defined as follows:

12 – month employee = 260-261 days based on the number of week days in a given calendar year.

11 – month employee = 240 days

10 – month employee = 226 days

For each school closure day, a day will be added in June and July until the 226 contractual days are worked.

Section 6.9 - Summer Flex Schedule

Summer hours are effective for one month, commencing the Monday following July 4th and ending seven (7) work days prior to the first day of the student school year. The summer option schedule is as follows:

Same as regular school schedule or 8:00 a.m-4:00 p.m. Monday-Friday (includes a 30 minute daily lunch)

7:30-3:30 Monday -Friday ((includes a 30 minute daily lunch)

Monday -Thursday 7:30 AM-4:00 P.M. and 6 hours Friday (7:30-1:30)

Employees must notify their supervisor of their preferred option by June 15th.

ARTICLE VII **SENIORITY**

Section 7.1

Notwithstanding the recall rights of employees who are laid off (Section 8.5), seniority is defined as an employee's total length of service within the bargaining unit, uninterrupted by voluntary termination of employment.

Section 7.2

Seniority shall be deemed broken by involuntary resignation, termination, unauthorized leave of absence, and failure to return on recall from layoff provided adequate notice is given.

Section 7.3

Newly hired employees shall serve a probationary period of ninety (90) days, during which period they shall attain no seniority rights under this Agreement but shall be subject to all other provisions. Probationary employees may be discharged at the will of the Board, and no such action shall be subject to the grievance procedures of this Agreement.

Section 7.4

Upon successful completion of the probationary period, seniority shall accrue retroactive to the date of hire.

ARTICLE VIII
REDUCTION IN FORCE

Section 8.1

The Board shall have the sole discretion to determine when it is necessary to lay off employees.

Section 8.2

Before any layoff takes place within the bargaining unit, all newly hired probationary employees shall be laid off first. Employees shall be laid off in inverse order of seniority, and an employee scheduled for layoff may, if he/she desires, replace the least senior employee covered by this contract in an equal or lower job classification, provided the bumping employee is qualified to perform the work of the employee whom he/she bumps. The determination of qualifications shall be solely determined by the Superintendent of Schools. If the employee does not possess the qualifications to perform the work of the least senior employee, the employee scheduled for layoff may replace the next least senior employee whose work the employee is qualified to perform. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously.

Section 8.3

Laid-off employees shall be recalled in inverse order of layoff provided the employee is qualified, as solely determined by the Superintendent to perform the work available. In any arbitration, the arbitrator shall not substitute his/her judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously.

Section 8.4

No part-time and new employees will be hired while bargaining unit employees who are qualified to perform the available work remain on layoff.

Section 8.5

Employees will be eligible for recall for twenty-four (24) months, provided the following conditions are met:

- A. Failure to respond, by certified mail, return receipt requested, within seven (7) calendar days notice of a job opening by a person on the recall list shall result in that person being dropped from the recall list.

- B. An employee who declines an offer of a position shall be dropped from the recall list.
- C. An employee on the recall list shall be responsible for keeping the Board informed of his/her current address. Notice of openings will be sent certified mail, return receipt requested, to the most recent address provided by the employee. Returning individuals must return to work within thirty (30) calendar days from the date of the mailing of the notification or the date the position becomes open, whichever occurs later.
- D. Due to a short term medical condition, if an employee is unable to report to work on the day the opening is to be filled, the Superintendent may elect to extend the deadline or ask that the employee provide documentation from a medical doctor in order to decline the job offer and still remain on the recall list.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1

A grievance is a written claim filed by an employee and/or the Union alleging a misinterpretation or misapplication of a specific provision of the Agreement. All grievances must advise the Board of the specific provisions claimed to have been violated, the nature of the grievance, and the remedy requested. The following steps are agreed to for formally settling properly filed grievances.

Section 9.2 - Procedure

Step 1 - Building Principal/Immediate Supervisor

A grievance shall be filed with the principal/immediate supervisor within fifteen (15) working days after the aggrieved knew or should have known of the occurrence upon which the grievance is based. Working days exclude weekends, school vacations and holidays. This matter will be discussed and a written decision given to the aggrieved and/or his/her representative within fifteen (15) working days following such review.

Step 2 - Superintendent of Schools

If the grievance is not resolved at Step 1, the aggrieved may seek further review by presenting the grievance to the Superintendent of Schools within fifteen (15) working days following receipt of the decision at Step 1. The Superintendent or his/her designee shall confer with the aggrieved and/or his/her representative and, if the grievance is not resolved, render a written decision within fifteen (15) working days of such discussion.

Step 3 - Board of Education

If the grievance is not resolved at Step 2, a review of the grievance may be requested of the Board of Education by filing a written request for appeal to the Board within fifteen (15) working days of receipt of the Superintendent's decision at Step 2. The Board of Education or its designated committee shall confer with the aggrieved and/or his/her representative and issue a written decision within fifteen (15) working days of such review.

Step 4 - Impartial Arbitration

If the grievance is not resolved at Step 3, the Union only may submit the matter to the Connecticut State Board of Mediation and Arbitration for arbitration within thirty (30) days of receipt of the Board's decision at Step 3. The authority of the arbitrator(s) shall be limited to the terms and provisions of this Agreement and the question or questions submitted. The arbitrator(s) shall be bound by this Agreement and shall not have the power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrators(s) shall be final and binding on the parties in accordance with law. The total cost of the grievance arbitration shall be borne equally by the Union and the Board.

Section 9.3

Failure by the aggrieved 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 at that level.

Section 9.4

In the event the administrator involved fails to render his/her decision within the specified time limits, the aggrieved may proceed to the next step.

Section 9.5

The number of days indicated at each step shall be considered as maximum. The time limit specified may, however, be extended by written agreement of the parties.

Section 9.6

If a grievance meeting at any level is scheduled at a mutually agreeable time during the workday, the aggrieved and his/her representative shall be released for the period of the meeting without loss of pay.

ARTICLE X DISCIPLINE AND DISCHARGE

Section 10.1

No employee will be disciplined except for just cause.

Section 10.2

In the case of discipline that involves a suspension from work, records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within thirty-six (36) work months. In other cases of discipline, records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within twenty-four (24) work months.

Section 10.3

Discharge and discipline shall be subject to the grievance procedure.

ARTICLE XI
SICK LEAVE

Section 11.1 - Accrual

A. **Twelve Month Employees**

One and one-quarter (1-1/4) days per month, to a maximum accrual of one hundred twenty-five (125) days' accumulation.

B. **Eleven Month Employees**

One and one eighth (1-1/8) days per month, to a maximum accrual of one hundred fifteen (115) days' accumulation.

C. **Ten Month Employees**

One (1) day per month, to a maximum accrual of one hundred five (105) days' accumulation.

Section 11.2

Employees shall be entitled to the cash equivalent of unused sick leave upon retirement or in the event of their death, to their estate.

If an employee is retiring and is eligible to receive a payout of sick days, the date of notice to the superintendent of the retirement will determine the timing of such payout. If notice is received on or before January 15, the payout will occur in the next fiscal year. If notice is received after January 15, the payout will occur in the fiscal year following the next January 15.

Employees hired after July 1, 2012 shall receive maximum sick time pay-out of: 10-mos. Employees 79 days; 11-mos. Employees 86 days; 12-mos. Employees 94 days.

Employees hired on or after July 1, 2016 shall not be eligible for sick time pay-outs.

Section 11.3

Sick leave shall be allowed for medical appointments during working hours. Sick time may be charged at half 1/2 day intervals.

Section 11.4

Employees shall be eligible for maternity/paternity leave in accordance with state and federal law.

Section 11.5

The Board may require verification of illness or injury in the form of an acceptable physician's certificate. Failure to provide such verification upon request shall be sufficient to deny sick leave

payment. Employees may be subject to a medical examination by a physician of the Board's choice to be paid for by the Board. The Board reserves its right to require reasonable documentation of absences due to chronic or extended employee illness and in cases of suspected abuse of sick time leave.

Section 11.6 - Sick Leave Bank

Purpose – To provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent and timely medical certification of said catastrophic illness or injury or combination thereof. Catastrophic illness shall be construed as severe physical or mental illness requiring prolonged hospitalization or recovery. Examples include, but are not limited to; coma, cancer, leukemia, heart attack and/or stroke.

Enrollment in the sick leave bank:

- a. Membership in the sick leave bank is voluntary on the part of an employee once said employee has completed two (2) years of service in East Lyme.
- b. Members who are eligible to participate shall notify the Business Office in writing by May 31 of the school year preceding their enrollment.
- c. Members who choose to participate in the bank shall be automatically re-enrolled.
- d. Each secretary enrolling in the bank will donate one (1) day of his/her sick leave to the bank biannually until the bank is built up to approximately one hundred eighty (180) days. No more days will be added until the bank is depleted to sixty (60) days. The bank will be built up on one hundred eighty (180) days again and the process repeated. Newly eligible employees shall be permitted to join the sick leave bank by donating one (1) day, even if the bank exceeds one hundred eighty (180) days.
- e. Members withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the bank.
- f. If a member chooses to opt out of the sick leave bank, he/she must notify Business Office in writing by May 31 of the school year preceding their withdrawal from the sick leave bank.
- g. A member who withdraws from membership in the sick leave bank will forfeit the contributed days. The days not used in the bank are not considered to have any monetary value.

Procedure for requesting sick leave bank assistance:

- a. A member fitting the criteria set forth above notifies the Business Office in writing requesting a specified number of days from the sick leave bank and providing medical documentation of the member's personal catastrophic illness or injury or combination thereof.
- b. Upon the receipt of a request from a member for days from the sick leave bank, the Sick Leave Bank Committee shall be formed, as described below, and shall use the following criteria to determine eligibility of a member to receive donations and to determine the number of days to be allocated from the sick leave bank:
 - i. A member must have a catastrophic illness or injury or combination thereof, diagnosed by a physician, and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - ii. A member must have exhausted all accumulated paid leave.

- iii. A member seeking to access the sick leave bank shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits, or have any application for such benefits pending.
- iv. A member receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.
- v. To be eligible for sick leave bank days, the applicant must be able to return to work as certified by a competent medical authority. The Sick Leave Bank Committee may require an applicant to undergo medical evaluation by a physician of its choosing.
- vi. A member shall not be eligible for any paid sick leave from the Sick Leave Bank if he/she has or will seek relief in any state or federal court or personal injury mediation and/or arbitration process or other civil proceeding.

Administration of the sick leave bank:

- a. The sick leave bank shall be administered by a four (4) member committee, two (2) members chosen by the Superintendent of Schools, and two (2) members chosen by the Secretarial Union. Each request for paid sick leave from the sick leave bank shall be decided by the Sick Leave Bank Committee on the merits of the individual request. Action of the Sick Leave Bank Committee shall be by majority vote. The Sick Leave Bank Committee may reserve days in the bank, and prorate the allocation of such days in the event that more requests are approved than days available in the bank.
- b. The Board of Education shall not be required to pay out more than sixty (60) days from the sick leave bank during any one (1) school year. No more than twenty (20) days shall be expended upon any one (1) employee during any one school (1) year.
- c. Those employees not contributing to the sick leave bank shall not participate in it.
- d. The decisions of the Sick Leave Bank Committee are neither grievable nor arbitrable.

**ARTICLE XII
LEAVE**

Section 12.1

Paid leave shall not count as time worked for overtime purposes.

Section 12.2 - Personal Leave

Requests for personal leave shall be entered into AESOP (or other website designated by Administration) at least forty-eight (48) hours in advance of the time requested, barring emergencies. Personal leave shall not be used to extend holidays or vacations.

- 1. **Twelve Month Employees**
Five (5) workdays per year (non-cumulative).
- 2. **Eleven Month Employees**
Four (4) workdays per year (non-cumulative).

3. Ten Month Employees

Three (3) workdays per year (non-cumulative).

Section 12.3 - Bereavement Leave

Each employee shall be entitled to be absent with full salary not to exceed five (5) days for the death of spouse, child, parents, brother, sister, current spouse of brother or sister and parents of current spouse. For the death of other members of the immediate family, this absence shall not exceed three (3) days. Members of immediate family include grandparents, grandchildren, aunts and uncles, brothers and sisters of current spouse and any relative who resides in the employee's household.

Additional days may be applied for under exceptional circumstances.

Section 12.4 - Unpaid Leave

1. An employee may apply for a leave of no longer than one (1) year's duration provided that he/she has been employed on a full-time basis in a bargaining unit position for at least seven (7) years. A leave may be granted for such reasons as illness of the employee or his/her spouse or child, the temporary transfer of a spouse, or the presentation of compelling evidence that would suggest that a leave may be in the best interest of the Board and the employee. Leave decisions shall be in the sole discretion of the Board and shall not be subject to the grievance and arbitration provisions of this agreement.
2. If the leave is granted, all pay and benefits will cease. At the discretion of the Superintendent, benefits may be extended for up to one calendar year from the date of the commencement of the approved leave. The cost of benefits to be paid in full by the employee.
3. Leave of more than six (6) months will not count as experience on the salary schedule, but employment will be considered continuous for retirement purposes.
4. An employee who requests reinstatement will be reemployed at the earliest opportunity. There can be no certain assurance that the employee can be rehired on the date his/her leave expires.

Section 12.5 - Pro-Ration of Benefits

Employees who regularly work less than thirty-seven and one-half (37.5) hours per week but twenty or more (20) hours per week receive benefits on a pro-rata basis unless otherwise required by law. Less than twenty hours per week receive no benefits.

Section 12.6 - Union Professional Development

Two (2) Union Representatives shall be allowed time off with pay to attend the Council #4 Convention, Educational Conferences and Seminars or to attend to Union business for a total not to exceed three (3) days/per representative/per year.

ARTICLE XIII
VACATIONS

Section 13.1

- A. **Twelve Month Employees**
1 through 5 years - 10 days
6 through 15 years - 15 days
16+ years - 20 days
- B. **Eleven Month Employees**
1 through 5 years - 9 days
6 through 15 years - 13 days
16+ years - 16 days
- C. **Ten Month Employees**
1 through 5 years - 8 days
6 through 15 years - 11 days
16+ years - 14 days

Newly hired employees shall accrue vacation days at a rate of one day per month until they reach the maximum level of days to be awarded in each category for one year of service.

Section 13.2

All vacations shall be entered into AESOP (or other website designated by Administration) and are subject to prior approval by the building principal or direct supervisor. All ten (10) month employees wishing to take vacation in June must request such time no later than April 30th. Such vacation requests will be approved on a first come, first serve basis and the Superintendent and or his/her designee shall have the right to deny any such requests based on the operational needs of the District.

Section 13.3

When an employee changes employment status within the bargaining unit, he/she will retain any accumulated vacation time and, prospectively, accrue vacation time in accordance with the provisions applicable to his/her new status.

Section 13.4

Twelve (12) month and eleven (11) month employees will be allowed to accumulate their vacation time to no more than the two (2) year entitlement (maximum accumulation twenty (20) days; thirty (30) days after five (5) years of service).

Twelve (12) and eleven (11) month employees hired on or after July 1, 2016, will be allowed to accumulate their vacation time to no more than the one (1) year entitlement (maximum accumulation fifteen days).

Section 13.5

Employees shall receive payment for accumulated vacation pay upon non-disciplinary termination or death.

ARTICLE XIV
HOLIDAYS

Section 14.1

Twelve month employees shall be granted 14 paid holidays yearly as listed below when school is not in session.

Eleven and ten month employees shall be granted 13 paid holidays yearly as listed below when school is not in session

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

In the event that a Holiday is worked as a make up school day, employees will receive a compensatory day.

Section 14.2

Employees shall be eligible for paid holidays effective their date of hire.

Section 14.3

All holidays shall be paid even though the employee is on sick leave, vacation, or on Workers' Compensation.

Section 14.4

Employees will receive holidays declared by the President or Governor and accepted by the Board.

Section 14.5

An employee assigned to work on a holiday will be paid at a rate equal to two (2) times his/her regular rate for all hours worked in lieu of a paid holiday.

ARTICLE XV
RESIGNATIONS

Section 15.1

A signed written notice of resignation must be filed with the Superintendent of Schools at least two (2) weeks in advance of separation. This notice shall include a statement of the reasons for this action and effective date of resignation. The Superintendent has the discretion to grant exceptions to the notice requirements. Failure to provide such notice may result in forfeiture of any accrued severance entitlements (sick leave or vacation leave accumulation).

ARTICLE XVI
PERSONNEL FOLDERS

Section 16.1

Each employee shall be allowed access to his/her personnel file by appointment with the Superintendent or his/her designee provided a written request is filed and provided that the employee shall exercise this right during non-working hours.

ARTICLE XVII
WAGES

Section 17.1

Employees shall be paid on a bi-weekly basis by direct deposit. A copy of the voucher will be transmitted. Employees shall be paid on an hourly basis for hours worked.

Section 17.2

During the life of this Agreement, wage increases shall be implemented as follows:

- A. Effective July 1, 2019, steps 1-7 will be increased by 1.25% and step 8 will be increased by 2.5%. The wage schedule is in Appendix B.1. There shall be step advancement.
- B. Effective July 1, 2020, steps 1-7 will be increased by 1.00% and step 8 will be increased by 2.5%. The wage schedule is in Appendix B.2. There shall be step advancement.
- C. Effective July 1, 2021, steps 1-7 will be increased by 1.00% and step 8 will be increased by 2.25%. The wage schedule is in Appendix B.3. There shall be step advancement.
- D. Employees hired prior to January 1 in any contract year will be eligible for a step increase the following July 1. Employees hired after January 1 in any contract year will be eligible for a step increase on the second July 1 of their employment with the Board.

Section 17.3

- A. Effective July 1, 1999, beginning with the ninth (9th) year of service employees shall be paid an annual longevity payment of 1.5% of the employees' annual salary. Payment to the qualified employees shall be made after July 1 and prior to August 31 in the fiscal year following the employees' anniversary date and shall be included in the regular paycheck.
- B. Effective July 1, 2011, an employee who has reached the 20th year of continuous service with the East Lyme Public Schools shall be paid an annual longevity payment of 1.75% of the employee's annual salary. Payment to the qualified employees shall be made after July 1 and prior to August 31 in the fiscal year following the employee's anniversary date and shall be included in the regular paycheck.

ARTICLE XVIII **INSURANCE**

Section 18.1

The following insurance coverage shall be made available to bargaining unit employees. All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

- A. The Board shall provide all employees with individual life insurance in the amount listed, with the full premium paid by the Board: \$40,000.
- B. Employees who retire may continue the hospital /medical coverage and dental by paying the group rate.

Section 18.2

Please refer to the parties' Memorandum of Agreement regarding the Connecticut State Partnership Plan 2.0.

Section 18.4

The Board reserves the right to change insurance carriers provided there is no reduction in the level of benefits or services. A requirement to complete additional forms shall not be construed to be a change in service. The Board may change carriers and/or administrators, for the above insurance, or provide such coverage through a consortium of other employers, provided that the coverage and benefits are substantially equal to those currently offered, and that no such change shall result in any lapse of benefits. At least sixty (60) days prior changing of carrier, the Board or its designee shall notify the President of the Union, and the parties will meet to discuss the proposed change.

If the Board and the Union are unable to agree that the changes proposed are substantially equal within sixty (60) days from notice by the Board of its intention to change carriers and/or administrators, the matter, at the request of either party, shall be submitted to binding arbitration. Either party may request that such arbitration be expedited under the Rules of The American Arbitration Association for expedited arbitration. No change shall be implemented prior to the completion of arbitration, if required.

Section 18.5

Effective September 1, 2019, the Board shall make an FSA option available to all employees.

**ARTICLE XIX
PENSION**

Section 19.1

All employees shall be eligible to participate in the Town of East Lyme pension plan as applicable to Board of Education employees at the level of benefits provided for Town employees.

**ARTICLE XX
WORKERS' COMPENSATION**

Section 20.1

Workers' compensation payments shall be made in accordance with state law.

**ARTICLE XXI
GENERAL**

Section 21.1

An employee assigned by his/her building administrator or immediate supervisor to fully perform the duties of another classification for more than three (3) consecutive workdays shall be compensated at the rate established for such other classification, retroactive to the first day of assignment.

Section 21.2

The Board shall pay workshops and study courses, required by the Board.

Section 21.3

The Board shall provide each present employee and each new employee, when hired, with a copy of this Agreement. Thirty (30) days after the signing of a new Agreement, the Board shall furnish each employee with a copy of this Agreement. The Board shall assume the cost of reproduction of this Agreement.

Section 21.4

During the term of this Agreement, if the Union and the Town of East Lyme enter into negotiations over the terms of the Town of East Lyme Pension Plan, the Union President or his/her designee will be released for the period of time needed, to attend such negotiations, without loss of pay.

ARTICLE XXII
NO DISCRIMINATION

Section 22.1

There shall be no discrimination, coercion, or intimidation of any kind against any employee or the employer on any basis provided by law. This section is for informational purposes only and shall not be subject to the grievance process.

ARTICLE XXIII
SAVINGS CLAUSE

Section 23.1

In the event that any provision or portion of the Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XXIV
DURATION

Section 24.1

Unless specifically provided otherwise, the terms of this Agreement shall take effect on July 1, 2019 and shall continue and remain in effect until and including June 30, 2022.

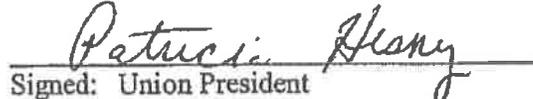
IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto to this _____ day of _____, 2019.

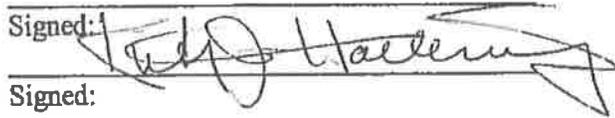
**FOR THE EAST LYME
BOARD OF EDUCATION**

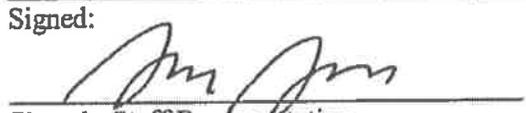

Signed: Chair
Dr. Timothy Hagen


Signed: Superintendent
East Lyme Public Schools
Jeffrey Newton

**EAST LYME NON CERTIFIED EMPLOYEES
LOCAL 1303-138 OF COUNCIL #4
AFSCME, AFL-CIO**


Signed: Union President
Patricia Hesney

Signed: 
Signed:

Signed: 
Signed: Staff Representative
Scott Soares
Council #4 AFSCME, AFL-CIO

APPENDIX A

CONNECTICUT COUNCIL #4
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION
(PLEASE PRINT)

I hereby apply for membership in Council 4 (hereinafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Local Number _____

Last Name _____ First Name _____ M.I. _____

Street Address _____ Apt. No. _____

City _____ State _____ Zip Code _____

Social Security No. _____ Payroll No. _____

Department _____ Telephone No. _____

Signature _____ Effective Date _____

SECRETARIAL WAGE SCHEDULE 2019-2020

Effective 7/1/19

GWI: 1.25% Steps 1-7, 2.50% Step 8 - with Step

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Grade 6 Administrative Asst II	\$24.73	\$25.90	\$26.63	\$27.34	\$28.24	\$29.13	\$30.05	\$31.34
Grade 5 Payroll Coordinator	\$23.99	\$25.15	\$25.95	\$26.54	\$27.38	\$28.24	\$29.08	\$30.37
Grade 4 Registrar, Secretary to HS Principal	\$23.29	\$24.23	\$24.83	\$25.38	\$26.09	\$26.83	\$27.50	\$28.61
Grade 3 Accounts Payable, Sped Sec/DW Test Coord	\$21.52	\$22.08	\$22.79	\$23.51	\$24.24	\$24.95	\$25.75	\$26.82
Grade 2 Accounts Clerk, Admin Asst I	\$19.97	\$20.92	\$21.54	\$22.07	\$22.79	\$23.51	\$24.23	\$25.26
Grade 1 Library Asst	\$18.90	\$19.85	\$20.34	\$20.90	\$21.58	\$22.24	\$22.95	\$23.97

APPENDIX B.2.

SECRETARIAL WAGE SCHEDULE 2020-2021

Effective 7/1/20

GWI: 1.00% Steps 1-7, 2.50% Step 8 - with Step

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Grade 6 Administrative Asst II	\$24.97	\$26.16	\$26.90	\$27.61	\$28.52	\$29.42	\$30.35	\$32.13
Grade 5 Payroll Coordinator	\$24.23	\$25.40	\$26.21	\$26.80	\$27.65	\$28.52	\$29.37	\$31.13
Grade 4 Registrar, Secretary to HS Principal	\$23.52	\$24.47	\$25.07	\$25.64	\$26.35	\$27.10	\$27.77	\$29.32
Grade 3 Accounts Payable, Sped Sec/DW Test Coord	\$21.73	\$22.30	\$23.02	\$23.75	\$24.48	\$25.20	\$26.01	\$27.49
Grade 2 Accounts Clerk, Admin Asst I	\$20.17	\$21.13	\$21.75	\$22.29	\$23.02	\$23.75	\$24.47	\$25.89
Grade 1 Library Asst	\$19.09	\$20.04	\$20.54	\$21.11	\$21.79	\$22.47	\$23.18	\$24.57

MEMORANDUM OF AGREEMENT

On or before May 1, 2019, the parties shall develop a Job Category/Description Review Committee comprised of a subcommittee of three (3) administrative personnel and three (3) Union representatives. Each party shall be responsible for selecting its committee representatives. The Committee shall be charged with developing a comprehensive recommendation to the wage and job category schedule, which shall include, but not be limited to, the following focus area:

- i. the scope of responsibility for each position; the wage rates for each position and the job descriptions for each position.

The Committee shall report back to the Board and the Union regarding its recommendations no later than June 15, 2019. The parties may agree to extend this timeline by mutual agreement. The recommendations of the Committee shall be subject to the approval of the Board and the Union. In the event that either the Board or the Union reject the recommendations of the Committee, the matters in dispute shall be submitted to mid-term interest arbitration in accordance with the provisions of the Municipal Employees Relations Act (MERA).

East Lyme Board of Education

East Lyme Secretarial Unit

By *Timothy A. Hagan* May 29, 2019
Date

By *Peter Hagan* 6/7/19
Date

By *Kathy J. Keenan* 6/7/19
DATE

APPENDIX B.3.

SECRETARIAL WAGE SCHEDULE 2021-2022

Effective 7/1/21

GW: 1.00% Steps 1-7, 2.25% Step 8 - with Step

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Grade 6 Administrative Asst II	\$25.22	\$26.42	\$27.16	\$27.89	\$28.81	\$29.72	\$30.66	\$32.85
Grade 5 Payroll Coordinator	\$24.47	\$25.66	\$26.47	\$27.07	\$27.93	\$28.81	\$29.66	\$31.83
Grade 4 Registrar, Secretary to HS Principal	\$23.76	\$24.72	\$25.33	\$25.89	\$26.62	\$27.37	\$28.05	\$29.98
Grade 3 Accounts Payable, Sped Sec/DW Test Coord	\$21.95	\$22.53	\$23.25	\$23.98	\$24.73	\$25.45	\$26.27	\$28.11
Grade 2 Accounts Clerk, Admin Asst I	\$20.37	\$21.34	\$21.97	\$22.52	\$23.25	\$23.98	\$24.72	\$26.47
Grade 1 Library Asst	\$19.28	\$20.24	\$20.75	\$21.32	\$22.01	\$22.69	\$23.41	\$25.13

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made by and between the East Lyme Board of Education (the "Board") and the East Lyme Secretarial Bargaining Unit, Local 1303-138, (the "Union"). The Board and the Union will herein be referred to collectively as the "parties."

Whereas, the Board and the Union are parties to a collective bargaining agreement covering the period July 1, 2019 through June 30, 2020, (the "Agreement").

Whereas, the parties agree that it is in the parties' mutual interest to change the insurance plan to the State Partnership Plan 2.0 ("SPP) effective July 1, 2019, and

Whereas, the parties agree that the following terms will be included in the successor collective bargaining agreement, and

Now therefore, the parties agree that the following provisions will be effective July 1, 2019:

Effective July 1, 2019, subject to the conditions set forth below, in lieu of the health and medical benefits, including dental described in Article XVIII and related Appendices, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health medical benefits, including dental. The plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. Promptly upon ratification of this Agreement, the Board shall apply to the State to admit this bargaining unit to the SPP. Should the Board's application be accepted, these provisions related to the SPP shall be implemented. Should the Board's application be rejected and reconsideration be denied, the parties shall reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) with respect to health insurance only.
- b. The premium rates shall be set by the SPP.
- c. The employee percentage share of such premium cost shall be eleven percent (11%) effective for the contract year 2019-20, and twelve percent (12%) effective for the contract years 2020-21 and 2021-22.
- d. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

e. In the event any of the following occur, before or after July 1, 2019, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. . For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

f. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the Health Plans set forth in the parties' 2015-2019 contract to be the baseline for such negotiations, and the parties shall consider the following additional factors:

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

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

East Lyme Board of Education

East Lyme Secretarial Unit

By *D. the A. Hagen* 6/7/19
Date

By *Peter Hy* 6/7/19
Date

Kathy Woolery 6/7/19

