

**AGREEMENT**

**Between**

**PRESTON BOARD OF EDUCATION**

**And**

**MUNICIPAL EMPLOYEES UNION INDEPENDENT,  
S.E.I.U., LOCAL 506, AFL-CIO, CLC**

**July 1, 2017 – June 30, 2019**

## TABLE OF CONTENTS

			<u>Page Number(s)</u>
ARTICLE	I	Preamble	1
ARTICLE	II	Recognition	1-2
ARTICLE	III	Management Rights	2
ARTICLE	IV	Union Rights	3
ARTICLE	V	Union Security	3-5
ARTICLE	VI	Salaries and Work Year	5-7
ARTICLE	VII	Classification of Employees and Hours of Work	7-8
ARTICLE	VIII	Insurance	8-10
ARTICLE	IX	Holidays	10-11
ARTICLE	X	Vacations	11-12
ARTICLE	XI	Sick Leave	12-13
ARTICLE	XII	Personal Leave	14
ARTICLE	XIII	Donation of Leave Time	15
ARTICLE	XIV	Jury Duty	15
ARTICLE	XV	Seniority	15-16
ARTICLE	XVI	Layoff and Recall	17
ARTICLE	XVII	Vacancies	17-18
ARTICLE	XVIII	Grievance Procedure	18-21
ARTICLE	XIX	Savings Clause	21
ARTICLE	XX	Subcontracts	21-22
ARTICLE	XXI	Payment for Services	22
ARTICLE	XXII	Miscellaneous	22--26
ARTICLE	XXIII	Student Transportation	26-28
ARTICLE	XXIV	Annuity Plan	28
ARTICLE	XXV	Duration	28
Signature Blocks			29
Appendices A and B			30-31

**ARTICLE I**  
**Preamble**

This Agreement is made and entered into by and between the Preston Board of Education (hereinafter referred to as the “Board”) and the Municipal Employees Union Independent, S.E.I.U., Local 506, AFL-CIO, CLC (hereinafter referred to as the “Union”).

**ARTICLE II**  
**Recognition**

***Section 2.0***

The Board hereby recognizes the Municipal Employees Union Independent, S.E.I.U., Local 506, AFL-CIO, CLC as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full and part-time secretaries, cooks, Para Educators (teacher assistants, regular and special education Para Educators), health assistant, custodians and the Database Manager/Administrative Assistant excluding the Executive Secretary to the Superintendent of Schools, Fiscal Manager, Assistant Fiscal Manager, Transportation Supervisor, Technology Coordinator and the Building and Grounds Supervisor.

***Section 2.1***

Temporary and/or seasonal employees are not and shall not be members of the Union. Temporary and seasonal employees are those who are employed temporarily to supplement the work force. Except during the summer recess, a temporary and/or seasonal employee shall not be utilized for longer than sixty (60) consecutive work days.

***Section 2.2***

It is the policy of the Board and the Union that there shall be no discrimination against any employee or applicant for employment on account of race, color, creed, sex, national origin, age, sexual preference or physical disability not related to job requirements.

Neither party shall discriminate against an employee on the basis of membership or non-membership in the Union or lawful activity on behalf of the exclusive bargaining agent.

Section 2.2 shall not be subject to the grievance procedure, as set forth in Article XVII.

***Section 2.3***

The Union shall supply the Board with the names of such stewards and officers who will handle grievances, negotiations and other Union business. The Union will update the Board in writing when changes occur.

*Section 2.4*

All meetings of Union membership shall be held during non-working hours. All requests for use of school buildings after school hours shall be made by the Union Steward through the Superintendent of Schools. The use of school buildings by the Union for Union meetings must be scheduled when custodial services are on duty.

**ARTICLE III**  
**Management Rights**

*Section 3.0*

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 of the rights, powers, and authority, whether expressed or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of the management of the affairs of the school and direction of the working force.

**Enumerated Rights.** The exclusive functions and rights of the Board include, but are not restricted to, the right:

To establish or continue policies, practices, and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to determine and from time to time re-determine the number of employees to be employed; to employ, transfer, promote, demote, layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board or the Town of Preston; to discipline, suspend and/or discharge employees for just cause; to determine the procedures for promotions and transfers; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and from time to time change rules and regulations concerning discipline and the performance of work; to establish contracts or subcontracts, provided that this right shall not be used for the purpose or intention of undermining the Union or of discrimination against its members.

**Unenumerated Rights.** The listing of specific rights in Section 3.0 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board.

**ARTICLE IV**  
**Union Rights**

***Section 4.0***

An authorized Union staff representative shall have access to school buildings and any other building where employees subject to the terms of this Agreement are employed, during working hours, for the purpose of adjusting disputes provided that:

- a) S/he shall, upon arrival, report to the principal's office.
- b) At all times, the operation of the school in a smooth manner shall take precedence over section 4.0; if the principal or administrator in charge requires the services of the employee, school business shall come first.

***Section 4.1***

The Board shall provide space on a bulletin board in each school which the Union may utilize for the purpose of posting appropriate notices of Union business.

***Section 4.2***

A copy of this Agreement shall be furnished by management to each bargaining unit employee covered by the Agreement at the Union's expense. New employees will be given a copy of this Agreement by management at the time of hire.

***Section 4.3***

The Board shall provide each new employee with the name of the Union Steward and Staff Representative within five (5) working days of her/his date of hire.

***Section 4.4***

When a candidate is selected for a bargaining unit position, management shall supply the candidate in writing with the name and school assignment of the Union Steward.

**ARTICLE V**  
**Union Security**

***Section 5.0***

During the terms of this contract or extension thereof, all employees in the collective bargaining unit shall, from the effective date of the contract or within thirty (30) 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 and shall pay dues in accordance with the terms of this Article or, in the case of employees who choose not to

join the Union, pay service fees in accordance with the terms of this Article as a condition of employment.

### ***Section 5.1***

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 and dues.

### ***Section 5.2***

The Board agrees to deduct from each unit member who completes a proper authorization form, membership dues or service fees by means of payroll deductions. The amount to be deducted from each paycheck for membership dues shall be established by the Union and will be deducted from each employee's paycheck over 20 pay periods each contract year. Amounts deducted for service fees, for those who elect not to become Union members, shall be equal to the proportion of Union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The amount of dues shall be certified to the Board by the Union prior to the opening of school each year.

### ***Section 5.3***

The deduction of Union fees and dues or services 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 fees remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made. The Union shall supply the Board with a form for the Board's use wherein the information set forth above shall be filled in and forwarded to the Union.

### ***Section 5.4***

The Union agrees to indemnify and to hold the Board harmless for 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 Board for the purpose of complying with the provisions of this Article. This includes any and all cost of investigations, attorney's fees, lost income and any other expenses which the Board may incur as a result of any claims, demands, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

### ***Section 5.5***

No dues or fees will be deducted from an employee while collecting workers' compensation or on extended sick leave (out ten (10) or more days).

**Section 5.6**

The Employer agrees to voluntary payroll deductions for the Union’s Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

**ARTICLE VI**  
**Salaries and Work Year**

**Section 6.0**

Effective July 1, 2017 bargaining unit employees not at the maximum step shall move up one (1) step.

Effective July 1, 2018 bargaining unit employees not at the maximum step shall move up one (1) step.

**Section 6.1**

The regular workweek for employees, as determined by the Board, shall be as follows:

- a) Part-time Para Educators: Hours determined by the Board;
- b) Full-time Para Educators: Thirty (30) hours or more;
- c) Health Assistant: Thirty-one and one-quarter (31.25) hours;
- d) Secretaries: Thirty-five (35) hours or more;
- e) Cooks: Twenty-five (25) hours or more;
- f) Part-time Cook/Cafeteria worker: Hours determined by the Board;
- g) Full-time Custodians: Forty (40) hours;
- h) Database Manager/Admin. Assistant: Forty (40) hours

If the school year is extended, any employee required to work additional days will be paid at her/his regular hourly rates (as contained in Appendix A and B).

All full-time bargaining unit members shall receive as part of their regular work day a one-half (½) hour uninterrupted, unpaid lunch break, provided, the parties agree that an employee’s lunch break may be interrupted due to either unusual circumstances or an emergency.

On days that are either scheduled or unscheduled early dismissal days, para educators shall work the entire shortened work day with no lunch break.

**Section 6.2**

The Superintendent or her/his designee shall determine when overtime shall be worked. All hours worked and paid for by the Board in excess of forty (40) hours in one payroll workweek shall be compensated at the rate of time and one-half. All overtime must be

specifically approved in advance in writing by the Superintendent or her/his designee. Vacations, holiday, sick, personal or funeral leave shall be counted as time worked for calculating overtime.

### ***Section 6.3***

Custodial overtime work shall be offered by the custodial supervisor on a rotating basis in the following manner. Employees will be charged red hours for all overtime refused and black hours for all overtime worked.

Overtime work will be offered on a rotating basis to the employee with the least amount of combined black and red hours.

For the limited purpose of distribution of overtime, the total of all red and black hours shall be the employee's overtime.

Such language shall not preclude the custodial supervisor from performing available work requiring overtime.

### ***Section 6.4***

Cafeteria employees who work special Board events on Saturday or Sunday, outside of the normal school hours, shall be paid at the rate of time and one-half their normal pay.

### ***Section 6.5***

In the event that an employee's paycheck contains a bookkeeping error, it shall be corrected and the employee/employer shall be made whole for any losses suffered within five (5) working days.

### ***Section 6.6***

When a Para Educator is required to cover a class without the supervision of and in the absence of a teacher, s/he shall receive a two dollar and seventy-five cents (\$2.75) (three dollars (\$3.00) effective in year 2) per hour differential for either an entire class period or time over one (1) hour, whichever is higher.

If a Para Educator covers a class in the absence of a teacher for a full day, s/he shall receive a two dollar and seventy-five cents (\$2.75) (three dollars (\$3.00) effective in year 2) per hour differential or substitute teacher pay, whichever is higher.

When the Health Assistant is required to cover the health office in the absence of a scheduled nurse, the Health Assistant shall receive a two-dollar and twenty-five cents (\$2.25) per hour differential for time over one (1) hour.

***Section 6.7***

Para Educators who have attained either an Early Childhood Education Certificate or a bachelors in science degree in education or a bachelor of arts degree in a field related to education (as determined by the Superintendent of Schools) shall receive a one thousand dollars (\$1,000.00) stipend per contract year.

Such stipend shall be paid commencing in the contract year it is attained.

***Section 6.8***

In accordance with the Fair Labor Standards Act, bargaining unit members shall be paid for all hours worked.

In the event a Para Educator whose regular work assignment for the Board is in a school that is not a Preston Public School and the school is closed on a day that the Preston Public Schools are open for a regular school day, such Para Educator shall be assigned to work at a Preston Public School for the day.

This language shall not apply on days school is closed due to snow and/or other inclement weather days.

***Section 6.9***

If the Board maintains a Math and Reading Program at PVMS and/or at PPMS, up to two (2) Para Educators who apply and are selected for the Program shall receive one and three quarters (1.75) of their regular hourly rate of pay for work performed during the programs hours of operation.

**ARTICLE VII**  
**Classification of Employees and Hours of Work**

***Section 7.0***

Personnel shall be hired by the Board and assigned by the Superintendent to one of the following categories:

- a) Secretary
- b) Cook
- c) Part-Time Cook/Cafeteria Worker
- d) Para Educator
- e) Health Assistant
- f) Database Manager/Administrative Assistant
- g) Custodian

**Section 7.1**

All bargaining unit employees shall fall within one of the following categories for purposes of this Agreement:

- Full-time: 35-40 hours a week for 52 weeks
- School year: 20-40 hours a week for 36-42 weeks
- Part-time: less than 20 hours a week

**ARTICLE VIII**  
**Insurance**

**Section 8.0**

During the period from July 1, 2017 to June 30, 2019, the following insurance plan will be offered:

- The Connecticut State Partnership Plan (as administered by United HealthCare) and the prescription drug plan offered through the Connecticut State Partnership Plan (as administered by CVS Caremark) with the benefits outlined in the attached (See Schedule A Labeled “Partnership2.0\_benefitsummary\_Medical, provided, if the plan design changes during the period of time that the Board is a participating member, the new plan design will be adopted); and
- The dental insurance plan offered to the Union will be the Connecticut State Partnership Plan (as administered by Cigna – the Unlimited Maximum Plan), with the benefits outlined in the attached (see Schedule B Labeled “Partnership2.0\_benefitsummary\_Dental) with the employee paying 100% of the premium.
- Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership’s Health Enhancement Program (“HEP”), as outlined in the attached (see Schedule C Labeled “Partnership2.0\_benefitsummary\_HEP”).
- As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
- The carrier network for the plan will be the Oxford Freedom network for providers in Connecticut, New York and New Jersey, and the United HealthCare Choice Plus network for carriers in all other states.

- Premium share contributions of the following for the health plan (excludes dental):

July 1, 2017 – June 30, 2018 – fourteen percent (14%)

July 1, 2018 – June 30, 2019 – fifteen percent (15%)

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Board related to joining and remaining in the Connecticut Partnership Plan.

- In the event that the State imposes additional fees or increases the Board's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase based upon the employee's premium share contribution.

**Dental Insurance:** Dental Insurance is offered to eligible bargaining unit members. Members shall pay a premium share toward the cost of this plan equal to the percentage premium share contribution for the health insurance selected by the employee set forth above. Members may add family members at their cost.

### ***Section 8.1***

Part-time employees, as defined in Article VII, Section 7.1, shall not be entitled to the health benefits as provided by the Board and contained in this Article.

### ***Section 8.2***

In the event that the federal government adopts and implements a national health care plan, the parties agree to re-open negotiations regarding health insurance.

### ***Section 8.3***

Any employee eligible for benefits may waive all of the health insurance coverage provided by the Board as of July 1 of each year and receive five hundred dollars (\$500.00) for waiving individual coverage, one thousand dollars (\$1,000.00) for waiving two person coverage and two thousand dollars (\$2,000.00) for waiving family coverage, to be paid before November 1<sup>st</sup> of each year. Employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Superintendent's office prior to August 1<sup>st</sup> of each school year.

Premium share deductions from eligible employee paychecks shall be paid in twenty (20) equal payments.

In the event that an employee who receives a waiver stipend (as set forth above) leaves the employment of the Board during a contract year, he/she shall be required to reimburse the Board a prorated percentage of the waiver received in accordance with the following:

Between July 1<sup>st</sup> and December 31<sup>st</sup>: 50%

Between January 1<sup>st</sup> and April 1<sup>st</sup>: 25%

After April 2<sup>nd</sup>: 0%

***Section 8.4***

All employees will be eligible for the Section 125 pre-tax on health insurance benefits.

***Section 8.5***

Premium share deductions from eligible employee paychecks shall be paid in twenty (20) equal payments.

**ARTICLE IX**  
**Holidays**

***Section 9.0***

The following will be considered paid holidays for the bargaining unit employees set forth below:

**Full-time employees:**

- |                               |                                   |
|-------------------------------|-----------------------------------|
| 1. New Year's Day             | 7. Labor Day                      |
| 2. Presidents' Day            | 8. Columbus Day (observed)        |
| 3. Good Friday                | 9. Veterans' Day                  |
| 4. Memorial Day (observed)    | 10. Thanksgiving Day              |
| 5. Independence Day           | 11. Friday after Thanksgiving Day |
| 6. Martin Luther King Jr. Day | 12. Christmas Day                 |

**School-year employees:**

- |                               |                                   |
|-------------------------------|-----------------------------------|
| 1. New Year's Day             | 6. Labor Day*                     |
| 2. Presidents' Day            | 7. Columbus Day (observed)        |
| 3. Good Friday                | 8. Veterans' Day                  |
| 4. Memorial Day (observed)    | 9. Thanksgiving Day               |
| 5. Martin Luther King Jr. Day | 10. Friday after Thanksgiving Day |
|                               | 11. Christmas Day                 |

\*In the event that the school year commences after Labor Day, eligible school year employees shall receive a floating holiday in lieu of Labor Day. The floating holiday will be granted to the employee upon request to the Superintendent of Schools with forty-eight (48) hours prior notification.

In the event that school is held on any of the above enumerated holidays, the employee shall receive a floating holiday in lieu of the paid holiday off. The floating holiday will be granted to the employee upon request to the Superintendent of Schools with forty-eight (48) hours prior notification.

In each contract year, the current Database Manager/Administrative Assistant (as of June 30, 2017) shall receive paid holidays as part of her regular annual salary that are provided to non-union employees that occur during the current Database Manager/Administrative Assistant's work year, provided, in the event that the current Database Manager/Administrative Assistant voluntarily or involuntarily terminates employment with the Board (or changes positions with the Board), the parties agree to meet to negotiate over holidays for the successor employee.

### ***Section 9.1***

If a holiday falls during a school vacation, employees will be paid for the holiday. If a holiday falls on a weekend or a weekday when school is in session, employees will be given the day recognized by the Board as the paid holiday off. If the holiday falls on a weekend and the Board does not recognize the holiday during the school week, the employee shall receive a floating holiday in lieu of the paid holiday off. The floating holiday will be granted to the employee upon request to the Superintendent of Schools with forty-eight (48) hours prior notification.

## **ARTICLE X** **Vacations**

### ***Section 10.0***

Full-time employees, as defined in Article VII, Section 7.1, shall be granted two (2) weeks of vacation after one (1) full year of service and every full year of service thereafter until his/her twelve (12) year anniversary date.

Full-time employees, as defined in Article VII, Section 7.1, shall be granted three (3) weeks of vacation after twelve (12) years of service.

### **Custodians:**

Except as set forth below, vacations earned as of the contract date must be taken during the months of July and August in the following twelve (12) months unless an exception is granted by the Superintendent of Schools.

Eligible employees shall not use vacation days during the following periods of time:

- the five (5) working days prior to the first day the student's return to school from summer recess;
- the five (5) working days after the last day of the student school year;
- the fall break;
- the winter break; and
- the spring break.

With respect to the use of vacation days during the school year for periods that are not excluded (as set forth above), the following shall apply:

- no more than one (1) custodian can take vacation during the same week;
- no more than five (5) days may be used by each eligible employee;
- the days must be used as a block of five (5) consecutive work days during the same calendar week; and
- the five (5) consecutive work days must be approved in advance (in writing) by the Superintendent or his/her designee.

**Database Manager/Administrative Assistant:**

The current Database Manager/Administrative Assistant (as of June 30, 2017) shall receive twenty (20) vacation days, provided, in the event that the current Database Manager/Administrative Assistant voluntarily or involuntarily terminates employment with the Board (or changes positions with the Board), the parties agree to meet to negotiate over vacation days and the timeframe for use of vacation days for the successor employee. The current Database Manager/Administrative Assistant shall use vacation days during Christmas recess, spring recess and during the summer recess (or any other day mutually agreed to by the Superintendent and the current Database Manager/Administrative Assistant).

**ARTICLE XI**  
**Sick Leave**

***Section 11.0***

Sick leave shall be granted on the following basis:

- a) Full-time Employees (as defined in Article VII, Section 7.1)
  1. Full-time employees shall be granted fifteen (15) sick days annually.
  2. Full-time employees shall be entitled to accumulate sick days to a maximum of one hundred (100) days.

b) School Year Employees (as defined in Article VII, Section 7.1)

1. All school-year employees shall be granted ten (10) sick days annually.
2. All school-year employees shall be entitled to accumulate sick days to a maximum of sixty five (65) days.

***Section 11.1***

Part-time employees shall be entitled to one sick day.

***Section 11.2***

An employee who takes four (4) or more consecutive sick days shall be required to bring in a note from the physician who treated the employee for the illness or injury that caused the absences documenting their illness or incapacity upon his/her return to work.

In the event that the Superintendent or his/her designee believes that an employee is abusing sick leave, for any absences for illness of three (3) or more working days, a note from physician who treated the employee for the illness or injury that caused the absences shall be submitted to the Superintendent of Schools upon the employee's return to work.

Additionally, the Board may require a note from the employee's regular treating physician if absences from duty occur habitually, or the employee has a pattern of absenteeism.

***Section 11.3***

Sick leave shall be used for the following:

- a) personal illness;
- b) illness of employee's child, spouse or other member of the household;
- c) medical appointments; or
- d) while out of work in accordance with the federal family and medical leave act ("FMLA") (used concurrently with FMLA leave).

***Section 11.4***

Sick days must be taken in either one-half day or full day increments.

**ARTICLE XII**  
**Personal Leave**

***Section 12.0***

Personal leave, with forty-eight hours notice and approval of the building principal or his/her designee, shall be granted on the following basis:

- a) Full-time employees (as defined in Article VII, Section 7.1)
  - 1. Full-time employees shall be granted three (3) personal days annually.
  - 2. Three funeral days leave for the death of a spouse, child, parent, sibling, grandparent, grandchild, or any other person domiciled in the employee's household.
  
- b) School year employees (as defined in Article VII, Section 7.1)
  - 1. School year employees shall be granted two (2) personal days annually
  - 2. Three funeral days leave for the death of a spouse, child, parent, sibling, grandchild, grandparent, or any other person domiciled in the employee's household.
  
- c) Part-time employees (as defined in Article VII, Section 7.1)
  - 1. One funeral day leave for the death of a spouse, child, parent, sibling, grandchild, grandparent, or any other person domiciled in the employee's household.

With permission from the Superintendent or his/her designee, additional personal days may be approved.

***Section 12.1***

Time off without pay for legitimate purposes may be granted to an employee upon written request to the Superintendent.

***Section 12.2***

Personal leave may not be carried over. Personal leave is not cumulative.

***Section 12.3***

Personal days must be taken in either one-half day or full day increments.

**ARTICLE XIII**  
**Donation of Leave Time**

Each member of the Union may contribute five (5) days from his/her accumulated sick leave to a sick leave bank for use of bargaining unit members. Only members of the bargaining unit may contribute to such bank.

The sick leave bank is to aid members of the bargaining unit who are suffering a prolonged illness as attested to in writing by a physician and have exhausted his/her own accumulated sick days.

The bank shall be built to a maximum of one hundred fifty (150) days.

Additions to the bank can only be made in September and February of each contract year.

Two (2) members from the bargaining unit (selected by the Union) and two members of management (selected by the Superintendent or his/her designee) shall act as a committee with respect to the limited issue of use of sick leave days held in the sick leave bank.

If a bargaining unit member requires the use of days being held in the sick leave bank, he/she shall apply to the committee. Such application shall set forth the number of days the applicant is seeking.

The committee shall determine on a case-by-case basis whether to grant the days requested, deny the days requested or modify the number of days requested. Denial of sick days from the sick leave bank shall not be subject to the grievance and arbitration procedure set forth in Article XVIII.

**ARTICLE XIV**  
**Jury Duty**

An employee who is called to jury duty while school is in session shall promptly notify the Superintendent. This leave shall not be deducted from sick leave or from personal days. The employee shall receive a rate of pay equal to the difference between the individual's salary and the jury fee for up to five (5) days.

**ARTICLE XV**  
**Seniority**

***Section 15.0***

For purposes of this Agreement, seniority shall be defined as an employee's uninterrupted service as an employee of the Board within the bargaining unit.

Leave under the federal Family and Medical Leave Act shall not interrupt an employee's seniority. Additionally, authorized leaves of absence shall not interrupt the employee's

seniority date, provided that the employee returns to work for the Board at the conclusion of the authorized leave of absence. Seniority shall be interrupted and not continue to accrue during any other types of unpaid leave of absence.

***Section 15.1***

All new employees shall serve a probationary period of sixty (60) workdays and shall not have seniority rights or any other rights under this Agreement during the probationary period. Workdays shall be defined as days that the employee actually attended work.

Upon successful completion of this period, the name of the new employee shall be added to the seniority list with seniority commencing on the date of his/her employment.

***Section 15.2***

The Board shall prepare a list of all employees covered by this Agreement showing their seniority and length of service with the Board and provide a copy to the Union steward on October 1 of each school year. New employees shall be added to this list in the ensuing year, in accordance with Section 15.1.

***Section 15.3***

For the limited purpose of layoffs and vacancies, seniority will continue to accrue during a period of layoff, provided the employee returns to work within twelve (12) months of the date of layoff. Such seniority date shall not be used for any other purposes, and the employee's date of seniority shall be in accordance with Section 15.0.

***Section 15.4***

An employee out of work, as set forth under Article XXII, Section 22.15, shall continue to accrue seniority, for up to one year. After one year, the Board shall have the right to retire the employee from employment with the Board, in accordance with Article XXII, Section 22.15.

***Section 15.5***

For employees covered under this Agreement, all bargaining unit work within the school system shall be considered an employee's overall seniority provided the work time has been continuous.

**ARTICLE XVI**  
**Layoff and Recall**

***Section 16.0***

In the event a layoff becomes necessary the least senior qualified employee in a job classification (see Article VII, Section 7.0) shall be laid off first.

***Section 16.1***

Laid off employees shall be recalled to work by job classification with the most senior employee in such classification recalled first. Recall rights shall terminate twelve (12) months from the date of layoff for each employee.

***Section 16.2***

Notice of recall shall be sent certified to the last known address of the employee, return receipt requested, at least fourteen (14) calendar days before s/he must begin work. In the event the employee does not accept the offer of reemployment within fourteen (14) calendar days, s/he shall abandon any further recall rights. In recalling employees, the Board shall rely on the last address furnished to the Board, in writing, by the employee. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within fourteen (14) calendar days after the mailing thereof shall be deemed to be a refusal to accept re-employment.

***Section 16.3***

No person shall be newly hired to a position until all qualified laid off employees in that category have been notified, in accordance with Section 16.1, and the time period set forth in Section 16.2 has expired.

**ARTICLE XVII**  
**Vacancies**

***Section 17.0***

When vacancies occur in the bargaining unit that the Board intends to fill, notice shall be given through postings on building bulletin boards. Postings shall be in each of the schools within the Preston School System and at the office of the Board of Education for ten (10) days. The union steward(s) will be provided with a copy of the notice of the vacancy via the steward(s)' Preston Board of Education email address and the Union's representative will be provided with a copy of the notice of the vacancy via email. Employees who are interested in being notified of vacancies during the summer shall indicate their area(s) of interest and request to be placed on a mailing list. Such request, accompanied by a self-addressed envelope, shall be given to the Superintendent's office no later than June 1<sup>st</sup> of each school year. During June and July, primary notification

shall be by mail; however, during the first two (2) weeks of August, primary notification shall be by phone and a written notice shall be mailed only in those cases where a bargaining unit member could not be reached by phone.

***Section 17.1***

Stewards shall be notified in writing of all new bargaining unit employees within five days of hire. Notification shall include the new employee's step on the pay scale, hourly rate, job title and school assignment.

***Section 17.2***

Vacancies created by leave of absence that the Board intends to fill shall be posted first within the bargaining unit. If a qualified bargaining unit member applies to fill the vacancy, then the position shall be awarded to her/him. If no bargaining unit members apply to fill the vacancy, the position may then be posted to the general public.

***Section 17.3***

When it becomes necessary to fill a vacant position through transfer of existing employees, such transfer shall be accomplished first by requesting volunteers.

***Section 17.4***

If no employee volunteers to transfer to the vacant position, the Superintendent may at his/her discretion, transfer a bargaining unit employee to fill the position. Prior to making such involuntary transfer, the Superintendent or his/her designee will meet with the employee. At such time, the Superintendent or his/her designee will notify the employee as to why he/she was selected for such transfer.

**ARTICLE XVIII**  
**Grievance Procedure**

***Section 18.0***

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare of working conditions of the employees. The parties agree that proceedings shall be kept confidential as is appropriate.

***Section 18.1 Definitions***

- a) "Grievance" shall mean an employee's claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- b) "Days" shall mean calendar days.

### ***Section 18.2 Time Limits***

- a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered a maximum. The time limits specified may be extended by written agreement of the parties in interest.
- b) If an employee does not file a grievance in writing within fifteen (15) days of when s/he 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.
- c) Failure by the aggrieved employee to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.
- d) Failure by the administration or the Board to reply within the specified time limits shall permit the aggrieved to proceed to the next step.

### ***Section 18.3 Informal Procedure***

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

### ***Section 18.4 Formal Procedure***

#### **Level 1 – School Principal or Immediate Supervisor**

- a) If an aggrieved employee is not satisfied with the outcome of the informal procedures, s/he must present her/his claim as a written grievance to her/his principal or immediate supervisor specifying the nature of the grievance and the remedy requested.
- b) The principal or immediate supervisor shall render her/his decision, in writing, within ten (10) days of receiving of the written grievance, with a copy to the aggrieved employee and the Union steward.

## **Level 2 – Superintendent of Schools**

- a) If the aggrieved employee is not satisfied with the disposition of her/his grievance at level 1, s/he may file her/his written grievance with the Superintendent within ten (10) days of receiving the decision.
- b) The Superintendent or her/his designee shall, within five (5) days of receiving the written grievance, meet with the aggrieved employee and her/his representative for the purpose of resolving the grievance. A full and accurate statement of such hearing shall be kept by the parties and made available to the parties in interest upon request.
- c) The Superintendent or her/his designee shall render her/his decision, in writing, within ten (10) days of the hearing, with a copy to the aggrieved employee with a copy to the Union steward.

## **Level 3 – Board of Education**

- a) If the aggrieved employee is not satisfied with the disposition of her/his grievance at level 2, s/he may file the grievance with the Board of Education within ten (10) days after the decision.
- b) The Board of Education or its designated committee shall, within ten (10) days after the receipt of the appeal, meet with the aggrieved employee and with her/his representative for the purpose of resolving the grievance. A full and accurate statement of such hearing shall be kept and made available to the parties in interest upon request.
- c) The Board or its designated committee shall render its decision in writing to the aggrieved employee with a copy to the Union steward within five (5) days of such meeting.

## **Level 4 – Arbitration**

- a) If the grievance involves the interpretation or application of a specific provision of this Agreement and, if the aggrieved employee is not satisfied with the disposition of her/his grievance at level 3, within ten (10) days after the decision, the Union may submit the grievance to arbitration by so notifying the Board in writing.
- b) The chairman of the Board and the Union representative shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. The arbitrator shall be selected from a list provided by the American Arbitration Association (AAA). If the parties are unable to agree upon an arbitrator within five (5) days, the AAA shall immediately be called upon to select the single arbitrator.

- c) The arbitrator shall render her/his decision in writing to the parties in interest. The decision of the arbitration shall be borne equally by the Board and the Union.
- d) The costs for the services of arbitration shall be borne equally by the Board and the Union.
- e) The arbitrator shall hear and decide one grievance in each case. S/he shall be bound by and must comply with all of the terms of this Agreement. S/he shall not have power to add to, delete from, or modify the provisions of this Agreement.

***Section 18.5 Rights of Employees to Representation:***

- a) No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- b) Any party in interest may be represented at levels 2 and 3 of the formal grievance procedure by a person of her/his own choosing, except that s/he may not be represented by a representative of by an officer of any labor organization other than the Union. When the employee is not represented by the Union, a designated representative of the Union shall have the right to be present and to state his views at all stages of the procedure.
- c) The Union Steward shall be notified immediately of any grievance processed, formally or informally.
- d) No employee may file for arbitration as an individual but only the Union may file an appeal to arbitration hereunder.

**ARTICLE XIX**  
**Savings Clause**

If a section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from others.

**ARTICLE XX**  
**Subcontracts**

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

undermining the Union. The Board will bargain over any impact, not otherwise covered by this Agreement, on bargaining unit employees resulting from said subcontracting.

**ARTICLE XXI**  
**Payment For Services**

***Section 21.0***

Employees shall complete the necessary documentation requested by the Board in order for the Board to pay the employee via direct deposit.

***Section 21.1***

Employees shall be paid on a biweekly basis.

**ARTICLE XXII**  
**Miscellaneous**

***Section 22.0***

Building custodians, twelve (12) months secretaries and the Database Manager/Administrative Assistant shall receive an annual bonus of two hundred fifty (\$250.00) dollars for perfect attendance during the applicable contract year.

Para Educators, ten (10) month secretaries, health assistants, cooks and part-time cooks/cafeteria workers shall receive an annual bonus of one hundred fifty (\$150.00) dollars for perfect attendance during the applicable contract year.

Perfect attendance shall be defined as not missing any days of work (or portions thereof), other than for holidays (as set forth in Article IX), vacation days (as set forth in Article X (when applicable under Article X), funeral leave (as set forth in Article XII) and/or jury duty (as set forth in Article XIV).

***Section 22.1***

Health Assistants shall take first aid and CPR refresher courses as necessary at the Board's expense.

***Section 22.2***

Subject to prior approval by the Superintendent, employees shall be reimbursed for any mileage and expenses accrued going to and from authorized job related workshops. They will be reimbursed at the levels established by the IRS.

### ***Section 22.3***

Basic tools needed for the performance of custodial work shall be provided by the Board. Responsibility for the maintenance and preservation of said tools shall be with the individual custodians. Basic tools are defined as: a hammer; a screwdriver; a “Phillips head” screwdriver; a wrench and pliers.

### ***Section 22.4***

When possible, notification of assignments for the following school year will be received by the bargaining unit employees on or before the last student day of each academic year. Such notification will include the school and grade level. If notification is not possible by the last student day of the academic year, the Superintendent or his designee will endeavor to provide notification before the end of July. Should the necessity arise for subsequent change, the employee(s) involved will be notified as soon as possible.

### ***Section 22.5***

When it is in the interest of the Board, as determined by the Superintendent of Schools, for a member of the bargaining unit to participate in any additional training program, conference, seminar, adult education or college course, the Board will reimburse the member one hundred percent (100%) of the tuition for the additional training.

The Board shall sponsor two (2) mandatory in-service days per contract year for all Para Educators on dates and times designated by the Superintendent of Schools. Para Educators shall receive their regular hourly rate of pay for attendance at such professional development days and may not leave prior to the conclusion of the allotted time period set forth by the Superintendent of Schools.

Bargaining unit members may receive additional mandatory in-service days and/or training, at the Board’s discretion.

Para Educators are required to attend all mandatory in-service days and/or training, unless specifically excused by the Superintendent or his designee.

Failure to attend mandatory in-service and/or training without being excused by the Superintendent or his designee may result in disciplinary action.

### ***Section 22.6***

All benefits, which members of the bargaining unit received from the Board in the past, which are not specifically granted in this Agreement shall cease at the time this Agreement becomes effective.

### ***Section 22.7***

Up to two (2) Union-designated employees shall be released once a year to attend a Union-sponsored training session. The time shall be taken without loss of pay or benefits.

### ***Section 22.8***

In each year of the contract, three thousand dollars (\$3,000.00) shall be reserved for the MEUI bargaining unit employee training fund.

Interested members of the bargaining unit shall apply to the Superintendent of Schools prior to applying for participation in professional training, conferences, seminars or college classes. The training request must be related to the mission of the school district. In the case of conferences and/or seminars, payment shall be made only after the member completes the conference or seminar, whichever is applicable.

In the case of college classes, the member must receive prior approval from the Superintendent of Schools to be eligible for this fund.

Class(es) must be related to the mission of the school district. Once the member completes a college level class with at least a 'B' grade, the Board shall reimburse the member for the tuition cost of the class provided that funds within the in-service program are still available.

Funds will be granted, in accordance with the above, on the basis of chronology with respect to requests for such funds. Once the funds are exhausted, employees shall no longer be eligible for the above.

The employee training fund is available for training outside of the training offered by the Board. The expenses of training offered by the Board shall not be deducted from this fund.

### ***Section 22.9***

In the event that a scheduled payday falls on a holiday, during a school vacation or on another non-workday, paychecks (for the employees set forth in Article XXI, Section 21.0 who continue to receive a paper paycheck) shall be distributed on the workday immediately preceding the scheduled payday.

### ***Section 22.10***

Any Para Educator assigned to students' out-of-district shall receive their assignments from the Preston Superintendent and/or her/his designee.

If an out-of-district student is absent from school, the Para Educators assignment may be adjusted to fit the needs of the Preston Board of Education and/or the out-of-district school, including having the Para Educator perform work within the Preston School District for such day(s) or sending the Para Educator home for the remainder of the work day(s). In the event that the Para Educator is sent home for the remainder of the work day by the Superintendent and/or his/her designee, the Para Educator will receive pay for her/his regularly scheduled hours for such day(s).

***Section 22.11***

Employees shall receive a copy of any disciplinary material that is placed into their personnel file.

***Section 22.12***

Bargaining unit employees that are either required or volunteer (up to the amount of personnel necessary) to attend non-overnight field trips shall be paid their normal hourly rate for attendance at such field trips up to forty (40) hours per workweek. In the event that the employee works in excess of forty (40) hours during such workweek, the employee shall be paid time and one-half (1½) for all hours worked in excess of forty (40) hours.

Bargaining unit employees that are required to attend overnight field trips shall receive a stipend of one hundred dollars (\$100.00) a day for each full day that he/she is in attendance on the field trip. Such one hundred dollars (\$100.00) stipend shall be in addition to the employees regular hourly rate for his/her normal work day and in lieu of any additional remuneration for hours worked beyond the normal workday. In the event that the overnight field trip ends during the employees regular work day, such day shall not be considered a “full day” for purposes of the one hundred dollar (\$100.00) stipend.

***Section 22.13***

Central Office will provide a copy of school wide communications to out of district employees via the employee’s Preston Board of Education email address.

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position for a period of twelve (12) consecutive months or longer (from the date of the illness or injury), the Board shall have the right to retire the employee from employment.

***Section 22.14***

On days that the opening of school is delayed due to inclement weather, ten (10) month employees shall receive their regular hourly rate of pay commencing with their regular start time.

On days that school is dismissed early due to inclement weather, ten (10) month employees shall receive their regular hourly rate of pay to the end of their regular workday.

The above-noted language shall not apply to scheduled late openings and/or early dismissals.

Employees shall not receive pay when school is closed for an entire school day due to either inclement weather or other unplanned full day closings.

***Section 22.15***

In the event that a custodian is provided with a cell phone by the Board, the custodian is required to promptly answer any phone call (or text message) received from his/her supervisor (or Superintendent of Schools).

Failure to answer a phone call or text message from the supervisor or the Superintendent of Schools (or his/her designee) may be grounds for discipline.

Cell phones provided by the Board may be used for personal use, provided, such use shall:

- be reasonable;
- not be during work hours (except in an emergency); and
- a custodian shall be responsible for any additional costs beyond the monthly fixed cost to the Board for the phone. Upon notice from the Board, the custodian shall submit payment to the Board for any additional costs. Failure to submit payment to the Board within the timeframe proscribed by the Board shall be grounds for discipline.

**ARTICLE XXIII**  
**Student Transportation**

***Section 23.0***

When a student requires a rider to accompany him/her on school provided transportation, such work will be assigned in accordance with the following:

1. If a student requires a rider and a Para Educator is normally assigned to work with the student, as set forth in his/her contract with the Board, the Para Educator shall be assigned the work. If a student requires a rider and more than one (1) Para Educator is normally assigned to work with the student, as set forth in his/her contract with the Board, the Board shall seek a volunteer from the Para Educators assigned to the student. If no Para Educator

volunteers to perform such function, the least senior Para Educator assigned to the student shall be assigned the work.

2. If a student requires a rider and a Para Educator is not normally assigned to work with the student, the assignment will be filled in reverse order of seniority (by school).

### ***Section 23.1***

Employees assigned to travel with a student shall receive their regular hourly rate of pay during the time that the student is being transported, except as noted below.

### ***Section 23.2***

If traveling with a student is required as part of the services provided to the student by the Board, such transportation time shall be considered part of the Para Educators regular assigned work schedule. Accordingly, the Para Educator shall receive remuneration for such assigned time even if on any given day transportation for the student is not necessary.

### ***Section 23.3***

In the event that the Para Educator is no longer assigned to the student, transportation time will no longer be considered part of the Para Educator's regular assigned work schedule, unless the Para Educator is assigned to another student that requires such services.

### ***Section 23.4***

Para Educators will receive notice of such assignments as soon as practicable. Except as set forth in Section 23.5, if the notice is provided less than one (1) week prior to the commencement date of the assignment, the Para Educator will receive time and one-half (1½) his/her regular hourly rate of pay for the first week of the assignment for time spent riding with the student.

### ***Section 23.5***

If a Para Educator is not assigned to travel with a student(s) within thirty (30) days of the commencement of the academic year, at the discretion of the Superintendent, or his designee, the Para Educator may be exempt from such duty, if the Para Educator has either outside employment or other extenuating circumstances that conflicts with the time period that the Para Educator is needed to travel with the student.

**Section 23.6**

The Board, at its discretion, may use non-union personnel, in whole or in part, with respect to rider responsibilities. Alternatively, the Board, at its discretion, may post the position in lieu of either its rights under Section 23.0 or the use of non-union personnel.

**Section 23.7**

An employee who volunteers for student transportation must give at least two (2) weeks' notice to the Board before ceasing to perform the duty. After volunteering in the position for more than one (1) month, the employee shall be considered to be assigned the duty and ineligible to withdraw his/her services, except as set forth in Section 23.5.

**ARTICLE XXIV**  
**Annuity Plan**

**Section 24.0**

The Board shall contribute a percentage (see below) of each employee's gross regular wages to 403(b) or an IRA retirement plan. Within IRS regulations and limitations, employees may, at their individual discretion, pay additional amounts into their retirement accounts, but shall not be required to make such payments.

Employee contributions shall be made through payroll deduction and sent to the plan administrator once per month. Contributions shall be equal to a percentage of the employee's gross salary earned. The percentages shall be:

<b>2017/18</b>	3%
<b>2018/19</b>	3%

**Section 24.1**

New employees must become members of the retirement plan six (6) months after the commencement of their employment.

**ARTICLE XXV**  
**Duration**

This Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2019.

If as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

## SIGNATURE BLOCKS

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Preston Board of Education

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Municipal Employees Union Independent

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Date

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Date

**Appendix A**

**July 1, 2017 - June 30, 2018 [2% increase to top step]**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>MAX</b>
Para Educator					\$14.57	\$15.63	\$16.23	\$16.71	\$17.20	\$18.36	\$19.11	\$20.26
Health Asst				\$13.85	\$14.10	\$15.11	\$15.74	\$16.13	\$16.51	\$17.19	\$17.91	\$18.99
Secretary								\$15.99	\$16.46	\$18.07	\$18.40	\$19.09
Cook								\$14.03	\$14.61	\$15.63	\$15.94	\$16.58
PT Cook/Cafeteria Worker								\$13.08	\$13.52	\$14.32	\$14.46	\$14.90
Custodian												\$18.03
Database Manager/Administrative Assistant (annual salary)												\$44,982.00

All employees not at the maximum step, shall move up one (1) step on July 1, 2017

Frances Winchester and Kerry Curtis shall receive the maximum wage rate under the Para Educator wages rates while employed by the Board as a secretary.

For positions that do not have steps (as set forth above), the Board may, at its discretion, pay new members of the bargaining unit anywhere between eighty-five percent (85%) and one hundred percent (100%) of the full salary of the maximum step for the position (with progression to one hundred percent (100%) of the full salary no later than four (4) years in equal percentage increases over the applicable time period (i.e. 85%, 90%, 95% and 100%)).

**Appendix B**

**July 1, 2018 - June 30, 2019 [2% increase to top step]**

	1	2	3	4	5	6	7	8	9	10	11	MAX
Para Educator						\$15.63	\$16.23	\$16.71	\$17.20	\$18.36	\$19.11	\$20.67
Health Assistant				\$13.85	\$14.10	\$15.11	\$15.74	\$16.13	\$16.51	\$17.19	\$17.91	\$19.37
Secretary								\$15.99	\$16.46	\$18.07	\$18.40	\$19.47
Cook								\$14.03	\$14.61	\$15.63	\$15.94	\$16.91
PT Cook/Cafeteria Worker								\$13.08	\$13.52	\$14.32	\$14.46	\$15.20
Custodian												\$18.39
Database Manager/Administrative Assistant (annual salary)												\$45,881.64

All employees not at the maximum step, shall move up one (1) step on July 1, 2018

Frances Winchester and Kerry Curtis shall receive the maximum wage rate under the Para Educator wages rates while employed by the Board as a secretary.

For positions that do not have steps (as set forth above), the Board may, at its discretion, pay new members of the bargaining unit anywhere between eighty-five percent (85%) and one hundred percent (100%) of the full salary of the maximum step for the position (with progression to one hundred percent (100%) of the full salary no later than four (4) years in equal percentage increases over the applicable time period (i.e. 85%, 90%, 95% and 100%)).