

Secretary Section

AGREEMENT

Between

TORRINGTON BOARD OF EDUCATION

and

LOCAL 1579 OF COUNCIL #4

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

(CUSTODIAN and MAINTENANCE, CAFETERIA, PARAPROFESSIONAL AND

SECRETARIAL EMPLOYEES

OF THE TORRINGTON PUBLIC SCHOOL SYSTEM)

Effective July 1, 2017 - June 30, 2020

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ARTICLE I
RECOGNITION

The Torrington Board of Education hereinafter referred to as the “Employer” hereby recognizes Local 1579 of Council #4, American Federation of State, County and Municipal Employees, AFL- CIO as the sole and exclusive representative of all Custodial and Maintenance employees of the Employer, excluding supervisory employees as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representation Case Number ME-6328 including all Cafeteria Employees as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. ME-12,229, Decision and Expansion of Unit, Decision No. 2886, dated February 14, 1991; all Paraprofessionals as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representation Case Number ME-12,873, dated July 9, 1990 (and affiliation with Local 1579 as of February 10, 1994); all Secretaries as set forth in Connecticut State Board of Labor Relations Decision and Modification of Unit Case Number ME- 15,998 dated March 22, 1994, hereinafter referred to as the “Union”, and that said Union is the exclusive representative of all such employees for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

CODING USED IN THIS AGREEMENT DENOTING EMPLOYEES REFERENCED:

C and M	=	Custodial and Maintenance Employees
CE	=	Cafeteria Employees
P	=	Paraprofessionals
S	=	Secretaries

ARTICLE II
UNION SECURITY

Section 2.1 - S

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay service fees as certified by the Union.

Section 2.2 - S

The Employer agrees to deduct uniform Union dues or service fees from the paycheck of each employee within the bargaining unit who has signed an authorization deduction card, as certified by the Secretary or other authorized official of the Union. Deductions shall be made weekly. Effective July 1, 2018, deductions shall be made biweekly.

Section 2.3 - S

The total amount deducted each week in accordance with the provisions of this Agreement will be remitted by the Employer, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Treasurer of the Union. Such remittance shall be made by the last day of the month in which deductions are made. The Employer will provide an up-to-date list of bargaining unit employees with names and addresses of all such employees, mailed to the Treasurer of the Union not later than December first of each year.

Section 2.4 - S

The Employer shall provide each present employee and each new employee, when hired, with a copy of this Agreement.

Section 2.5 - S

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, judgment, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the dues deduction or service fees provisions of this Article.

ARTICLE III
SENIORITY

Section 3.1 - S

Seniority provisions of the secretary contract will not apply to part-time secretaries Employees shall be designated under the following bargaining unit department: Secretary.

Section 3.1.2 - S

Departmental seniority shall mean the term of service beginning on the date the employee begins employment within the secretarial bargaining unit department. In the event a member transfers departments within Local 1579 (e.g., AN EMPLOYEE moves from the secretarial unit to the paraprofessional unit), he/she forfeits all vacation and departmental seniority rights, however, he/she will retain the sick leave accumulation he/she earned under his/her previous department. Under no circumstances, however, shall an employee become eligible for a sick leave or a longevity payment upon severance of employment by transferring from one Local 1579 department to another, (e.g., a paraprofessional hired prior to the 2007-2010 contract will not be eligible for terminal leave or a sick leave payout if he/she transfers into the secretarial unit). Transfers, promotions, and vacation preference shall be governed by departmental seniority as that term is defined in this section.

Section 3.1.3 - S

Bargaining unit seniority shall mean an employee's term of uninterrupted service beginning with the date of hire with the Board of Education, irrespective of his/her department.

For current employees in the secretary unit, bargaining unit seniority shall also include service previously rendered to the City of Torrington. Bargaining unit seniority is applied to compute annual increments and longevity payments. Sick leave accumulation, vacation pay and retirement service credit, pursuant to 12.2 of the Agreement with the employer as provided herein shall be based on departmental seniority, as that term is defined above in section 3.1.2-S.

Section 3.1.4-S

Classification seniority as used herein shall mean a term of uninterrupted service within the specific secretary classification (set forth in Section 17.1-S below) and is computed from the day the employee becomes a member of the classification. Classification seniority shall be applied in all matters in which seniority is a factor as stated in this Article, including, but not limited to layoff and recall, unless the contract specifically states otherwise.

Section 3.2 - S

The Employer shall prepare an annual list of all employees covered by this Agreement which shall set forth each employee's hiring date, classification seniority and rate of pay. A copy of such listing shall be furnished to the Union at the beginning of each school year and upon reasonable request. New employees shall be added to this list.

Section 3.3 - S

The Employer shall provide written notice to the Union President and Department Chairperson of all personnel changes, including layoff, recall, transfer, promotion, discipline, discharge, voluntary quit, and new hires when such changes occur, and retirement where applicable.

Section 3.4 - S

The Employer shall place the name of any laid off employee on an appropriate recall list and arranged in the order of layoff. The employee's name shall remain on the list for two years unless he is re-employed during such time. An employee who accepts a position in a lower classification in lieu of layoff shall be placed on a recall list for his/her former classification for a period of two (2) years.

Section 3.5 - S

The employer shall first recall in the order of seniority any employee on the recall list who was previously laid off in a particular classification, provided he/she is qualified for the position at issue, before any new employee is hired into such classification.

Section 3.5.1 - S

- A. Part-time employees shall be offered their former positions after full time employees on the recall list have been offered the opportunity to exercise their right to accept the position.
- B. In the case of layoff or job elimination within the Secretary Department, layoff shall be in inverse order of classification seniority except employees whose job is eliminated

shall have the right to bump a less senior department employee in a lower classification, provided he/she is qualified for the position at issue.

Section 3.6 - S

Any approved leave of absence without pay shall not void an employee's seniority, but the period of absence shall not be counted as part of his/her accumulated service for seniority purposes.

Section 3.7 - S

- A. Union Officers (President, Vice-President, Secretary and Treasurer), Department Chairperson, Departmental Chief Shop Steward, and Shop Steward shall have top seniority in the Department in the event of layoff.

- B. For Union Officers only, in the event of job elimination, after exercising the above rights, the employee with top seniority may then bump into any department in the bargaining unit in the same pay category or lower provided they can perform the work.

In the event there is a dispute between the parties the Board agrees it shall not act in an arbitrary, unreasonable or capricious manner.

- C. The Union will notify the Board annually in January of those employees who have top seniority.

Section 3.8 - S

If a union member on layoff is physically able to return to work to fill a vacant position and refuses a callback offer or refuses to respond to a callback notice within one week (seven calendar days), that union member will be removed from the callback list. If medical documentation is provided confirming the individual's inability to physically handle the responsibilities of that particular position, the person will remain on the recall list, maintaining his or her same callback order relative to others on that list. (As specified in the contract, laid-off employees are kept on the callback list for up to two (2) years. If a person has not been called back to work by the end of two years, that person is dropped off the list.

ARTICLE IV
VACANCIES AND TRANSFERS

Section 4.1 - S

When a vacancy exists in a department, the employee with the most seniority in that department and classification shall be given the first opportunity to fill such vacancy.

Whenever an employee is promoted or fills a posted vacancy in any position, a trial period of ninety (90) calendar days shall be served. Any employee found to be unsuitable during such

trial period, shall be returned to a position within his/her classification and department. Employees may not apply for a change in position during their trial period.

Section 4.1.2 - S

Notice of a vacancy or new position shall be posted for five (5) working days before being filled. Employees regularly scheduled to work less than twelve (12) months shall be mailed notice of any openings for non-certified positions in the bargaining unit which occur during the summer vacation and shall have ten (10) days from postmark of such notice to respond.

Section 4.1.3 - S

- A. Any vacancy remaining open after employees have exercised their right to bid within classification shall then be opened to the employee, if qualified, with the most seniority in that department who shall be given the first opportunity to fill such a vacancy.

- B. Qualified employees shall be given an adequate opportunity to make application for advertised positions outside their departments. If, in the sole determination of the Superintendent, the qualifications of the applicants are substantially equivalent, preference shall be given to qualified employees by the Board.

In making the determination the Board agrees that it shall not act in an arbitrary, unreasonable or capricious manner.

- C. Whenever an employee fills a vacancy in accordance with the above procedures a trial period of ninety (90) calendar days shall be served. Any employee found to be unsuitable during such trial period, shall be returned to a position within his/her prior classification and department. Employees may not apply for a change in position during their trial period.

Section 4.1.4 - S

Any new employee shall serve a probationary period of ninety (90) days at work. If such period is completed successfully, his or her seniority shall be computed from the date of employment.

Section 4.2 - S

Temporary transfers may exceed sixty (60) days for sick time, Workers Compensation, or other mutually agree absences. Temporary transfers may not be used to fill vacancies.

Section 4.3 - S

An employee may be temporarily transferred to a lower classification provided his rate of pay and hours shall remain unchanged.

Section 4.3.1 - S

Any employee who is assigned to work in a higher classification for one or more hours shall be paid at the rate of the job for all time spent in such classification.

If the position involves a step the employee shall be paid at the step which provides the employee a rate increase. Part-time secretaries will not be used to replace current full-time 10-month or 12-month secretary positions that may be eliminated as a result of terminations, layoffs, resignations, or retirements.

ARTICLE V **HOURS OF WORK**

Section 5.1 - S

- A. The normal hours of work for school Secretaries, Administrative Assistants to the Principals, and Family Resource Professional shall be seven and one-half (7½) hours per day, and thirty seven and one-half (37½) hours per week, five (5) consecutive days, Monday through Friday. The workweek will be based on a Sunday to Saturday time period and payday shall be on Thursday.
- B. The normal hours of work for central office Secretaries shall be eight (8) hours per day and forty (40) hours per week, five (5) consecutive days, Monday through Friday.
- C. The normal hours of work for a part time secretary are 22 hours a week. The work year will be discussed with the direct supervisor.
- D. Each employee shall receive their regular full day of pay for any secretary's work day which is cancelled by the Employer due to weather conditions.
- E. Each employee shall be entitled to lunch and break periods.
- F. Any employee who is called back to work after their regular work day is completed shall receive a minimum of three (3) hours pay at the regular rate of one and one-half (1½) times her regular hourly rate.
- G. All employees who are scheduled to work on Sundays shall be paid double (2X) their regular hourly rate.
- H. All employees shall be paid time and one-half (1-1/2) their regularly hourly rate for all time worked beyond forty (40) hours.

Section 5.2 - S

Employer records pertaining to assigned overtime work for members of the departments covered by this Agreement, shall be made available to the proper Union Representative upon written request.

ARTICLE VI HOLIDAYS

SECTION 6.1 - Number of Holidays - S

There shall be fourteen (14) paid holidays for all secretaries except P/T secretaries as follows:

- | | |
|---------------------------|---|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Lincoln's Birthday * | 10. Veteran's Day |
| 4. President's Day | 11. Thanksgiving Day |
| 5. Good Friday | 12. Day after Thanksgiving |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | 14. Day before Christmas (if a school holiday –
otherwise day after Christmas) |

Secretarial employees shall receive holiday pay for Lincoln's Birthday only if school is not in session on that day.

Section 6.2 - S

Any employee who is on terminal leave or layoff on the day preceding or following the holiday will not be paid for such holiday.

Section 6.3 - S

Each employee shall be paid double such employee's hourly rate in addition to his holiday pay when required to work on a holiday.

ARTICLE VII VACATIONS

Section 7.1 - S

All secretaries except Family Resource Professionals and P/T Secretaries will receive vacation days. Any employee who has completed one year of continuous service shall be granted vacation with pay in an amount not to exceed ten (10) working days.

Section 7.2 - S

Upon completion of six (6) months' service, an employee may elect to take one (1) week vacation provided the employee shall not receive more than one (1) additional week of vacation upon completion of one (1) year of continuous service.

Section 7.3 - S

Any employee having completed five (5) years of continuous service shall be granted annual vacation in the amount not to exceed fifteen (15) working days.

Section 7.4 - S

Each employee having completed eleven (11) or more years of continuous service shall be granted additional vacation leave with pay according to the following schedule:

- a) eleven (11) years, seventeen (17) working days,
- b) twelve (12) years, eighteen (18) working days,
- c) thirteen (13) years, nineteen (19) working days,
- d) fourteen (14) years, twenty (20) working days,
- e) fifteen (15) years, twenty-one (21) working days.

Section 7.5 - S

Each employee who has completed twenty-five (25) or more years of continuous service shall be granted annual vacation leave with pay in an amount not to exceed twenty-five (25) working days.

Section 7.6 - S

Vacations shall be taken in any calendar year from January 1st to December 31st, immediately after completion of time as per Section 7.1, section 7.2, Section 7.3, Section 7.4 and 7.5. Employees shall indicate their vacation date requests no later than May 15 of each year. A final vacation schedule will be developed and posted by and subject to the approval of the Superintendent or his/her designee by the end of May in each year. The Superintendent or designee may limit the number of employees on vacation at any one time. Where more than the number of employees allowed to be on vacation at the same time choose the same vacation period in part or whole, the Superintendent will resolve the conflict based on his/her determination of the needs of the school district and consideration of the employees' respective department seniority.

Section 7.7 - S

Any legal or specified holiday occurring during an employee's vacation shall be recorded as a holiday and not as a day of vacation.

Section 7.8 - S

Any employee who retires shall be entitled to the sum total of his accrued vacation leave as of the date of retirement.

Section 7.9 - S

In the event of death of an employee, payment shall be made for his accrued vacation leave at the time of death to his spouse, if any, or to his estate.

Section 7.10 - S

Employees may carry over a maximum of 5 unused vacation days from year to year to a maximum accumulation of 30 days in any one year.

Section 7.11 - S

If an employee is sick while on vacation leave and provided a request is supported by a medical certificate acceptable to the Superintendent of Schools, such sick time shall be charged against accrued sick leave.

Section 7.12 -S

All unused vacation shall be paid to employees upon their resignation (except forced resignations) with at least two (2) week's prior notice.

ARTICLE VIII
LEAVES OF ABSENCE

Section 8.1 - S

No paid sick days will be available to part time secretaries.

1. Sick leave shall be considered to be absence from duty with pay for the following reasons:
 - A. Illness or injury, except where such illness or injury arises out of or in the course of employment by an employer other than the Employer.
 - B. When an employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.
2. Sick leave can be taken in 30 minute increments.
3. When serious illness of a member of the employee's immediate family require his personal attendance; and if supported by a medical certificate.

Section 8.2 - S

Sick leave shall accrue at the rate of one and one-quarter (1-1/4) working days for each completed month of continuous full time service. Twelve-month secretaries can accrue fifteen (15) working days per year; FRP's can accrue thirteen (13) working days per year.

Sick leave shall accumulate to a maximum of one hundred eighty (180) working days.

1. a. For any person who is an employee as of the signing of this Agreement, payment shall be made to such employee who is terminated for any reason for accrued sick leave up to maximum of one hundred thirty-five (135) days, except that any employee who had accumulated more than one hundred thirty-five (135) days as of July 1, 1974, shall retain such accumulated, but shall not accumulate more than the number of days accumulated as of July 1, 1974. In the event of death of such employee, payment shall be made to his estate. No payment for accumulated sick leave shall be made to any employee hired after the signing of the 2007-2010 Agreement.
 - b. For any person who becomes an employee after December 1, 1981, payment shall be made to such employee who is terminated because of death, retirement or layoff of fifty percent (50%) of the 180 day maximum accrued sick leave up to a maximum of ninety

(90) days. In the event of the death of such employee, payment shall be made to his estate. No payment for accumulated sick leave shall be made to any employee hired after the signing of the 2007-2010 Agreement.

- c. For any person who is eligible for letter a. and b. above, can elect to receive a one-time payout of the 180 day maximum accrued sick leave up to a maximum of ninety (90) days at the percent rate reduction based on the years of service in the chart below, provided that an employee provides notice to the Board of the employee’s election by March 1. If an employee should elect this clause, the employee will still keep his/her accrued sick days but will not be paid out for them upon termination because of death, retirement or layoff. In the event the employee provides notice to the Board after March 1, the employee shall receive one-half of the payment no later than June 30th of the current school year and the remaining one-half payment no later than June 30th of the following school year.

Percent of Maximum Payout	Years of Service as of June 30, 2014
100%	30 or more
75%	29 - 20
50%	19 - 10
25%	9 - 0

- d. Secretarial employees in this bargaining unit whose sick leave balances exceeded 180 days on 6/30/07 shall have those balances reduced to 180 days, and said 180 days shall be the maximum allowed.
- e. Should any employee whose name is on the attached list of employees, whose leave balance exceeds 180 days, but not more than 210 days on 7/1/07, be affected by a catastrophic illness or injury that causes such employee to exhaust their sick leave balance, said employee shall be granted a “one time only” extension of sick leave equal to the number of days said employee’s sick leave balance exceeded 180 days on 6/30/07.

Section 8.3 – S

Sick leave shall be granted only to full-time (i.e. thirty (30) hours or more per week) employees except that an employee working less than full time shall be granted sick leave in proportion to the amount of time worked. Employees will be notified of their accumulated sick leave in July and January of each year.

Section 8.4 – S

An employee who is receiving Workers’ Compensation benefits shall be paid at the rate provided for in the Workers’ Compensation Act.

During the waiting period after an employee applies for Workers’ Compensation, and while eligibility is being determined, the Board shall pay the employee’s regular weekly wages and

charge this period of time to sick leave, so long as such sick leave exists in the employee's sick leave account. In the event an employee does not have any accrued sick leave, he/she may borrow against future accrued leave and his/her future accrued leave will be reduced accordingly. If subsequently a determination is made that the employee is eligible for Workers' Compensation, the Board will be reimbursed by the employee from the proceeds of the Workers' Compensation and an adjustment will be made to the employee's sick leave account.

Employees injured in the course of their official duties and in the performance of their work when such injury is compensable under Workers' Compensation laws shall not be charged for sick leave while receiving Workers' Compensation.

Section 8.5 – S

Sick leave shall continue to accumulate during leaves of absence with pay.

Section 8.6 – S

A medical certificate signed by a licensed physician or other licensed practitioner whose method of healing is recognized by Connecticut State authorities may be required to any period of absence of more than five (5) consecutive working days, or when an employee's attendance record shows frequent or habitual absences because of claimed illness or injury.

Section 8.7- S

The Employer may provide a physician or nurse to make any necessary examination or investigation of any alleged abuses of sick leave privileges. The cost of such examination or investigation shall be paid by the Employer.

Section 8.8 – S

Sick leave shall not accrue during a leave of absence without pay or while an employee is under suspension.

Section 8.9 – S

An employee who has exhausted his accumulated sick leave may request, in writing, an advance of sick leave privileges. If substantiated by a medical certificate, the Superintendent of Schools shall advance to such employee sick leave privileges not to exceed one (1) day for each completed year of service. Such advanced sick leave days so granted shall be repayable by the employee from his further earned sick leave accumulation.

Section 8.10 – Military Service – S

Any employee who leaves employment with the Employer to enlist in the Military Forces of the United States shall be granted Military leave without pay.

1. Such leave shall extend for the period of such military service for ninety (90) days after discharge from such service. Such leave shall not exceed four (4) years, except in the case of involuntary military service.

2. Any employee on military leave who has been discharged from the military forces of the United States and who applies for re-employment with the Employer within ninety (90) days of such discharge shall be reinstated in his former position together with all rights and privileges provided he meets the minimum qualifications of the position.
3. Employees re-employed in accordance with (2.) above shall be granted all re-employment rights as are determined by Federal and State statutes. Such period of service shall be included in its entirety for the purposes of seniority as provided herein.

Section 8.11 - Annual Military Training Leave – S

Military leave shall be considered as continuous service and shall be so entered upon the Employer's records. An employee on annual military training shall be granted a leave of absence with pay, less such sums received for such service, not to exceed fifteen (15) calendar days during any one calendar year, provided he filed with the Superintendent of Schools a copy of his military orders placing him on active military duty.

Section 8.12 - Bereavement Leave – S

In the event of death in the immediate family, an employee shall be granted three (3) days of leave with pay. The Superintendent of Schools or his/her designee may, at his/her discretion, grant additional days of leave; such additional days, however, shall be charged as sick leave. For purposes of this Section "immediate family" is defined as follows: mother, father, wife, husband, brother, brother-in-law, sister, sister-in-law, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any relative who is domiciled in the employee's household.

In the event of the death of an employee's stepmother, stepfather, stepbrother, stepsister, aunt or uncle, bereavement leave not to exceed two (2) days shall be granted.

Section 8.13 – Personal Leave – S

Each employee shall be entitled to two (2) personal days per year for personal business and shall give written notice of leave forty-eight (48) hours in advance to the Superintendent or his/her designee except in cases of emergency in which event the employee shall provide notice as soon as possible. Personal leave shall not be used either immediately before or after a scheduled holiday or vacation without prior approval of the Superintendent or his/her designee.

Secretarial employees hired before January 8, 1992, shall accumulate personal days from year to year and be compensated for all unused accumulated personal days at retirement. Effective 7/1/99 employees hired after January 8, 1992 shall accumulate up to ten (10) personal days and be compensated for all unused accumulated personal days at retirement.

New employees hired as of 7/1/2011, employees can carry over one (1) unused personal day to the following year. Personal leave days may not exceed three (3) days in any one school year including the day carried over. The employee will be compensated for all unused accumulated personal days at retirement.

Section 8.14 – Union Activities – S

Approved Union Delegate shall be allowed time off with pay to attend the below mentioned Union functions:

- State Labor Council Convention
- Council #4 Convention
- AFSCME, AFL-CIO International Convention

Total days under this Section shall not exceed ten (10) days per year.

Section 8.15 – Maternity Leave – S

An employee who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Employees who anticipated using this form of sick leave should notify the Superintendent as far in advance of the anticipated commencement date of leave as possible. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery.

ARTICLE IX
SAFETY AND HEALTH

Section 9.1 – S

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

ARTICLE X
MEDICAL/DISABILITY COVERAGE

Section 10.1 – S

All eligible secretaries shall be entitled to elect coverage for themselves and their dependents under the health insurance program described below. Each shall be subject to the cost sharing provisions and other limitations or restrictions applicable to the medical program selected as set forth in the following sections.

The copay plan with coverage as follows:

- a) Each secretary shall receive medical insurance coverage for themselves and their dependents under the plan below:

Co-Pay Chart

Office Visit	\$25
Specialty Office Visit	\$35
Inpatient Admission	\$200
Outpatient Surgery	\$150
Emergency Room	\$100
Urgent Care	\$25
High Cost Diagnostic*	N/A
OON Deductible	400/800/1200
OON Coinsurance	80%/20%
OON Coins Max	1500/3000/4500
OON Out-of-Pocket Max	1900/3800/5700
RX Copay	\$10/25/40
RX Benefit Maximum	Unlimited
Mail Order Copays	2x
RX Day Supply	30/90
RX Edits	Qual/Safety Only

- b) Anthem (Blue Cross/Blue Shield) full payment Dental Rider; including Riders A, B, C and D. Board of Education reserves the right to change the dental insurance carrier provided substantially equivalent coverage and network are provided.
- c) Such coverage shall include vision benefits

1. Premium Contributions:

The cost of coverage described in Section 10.1 shall be shared by the Board and secretaries as follows for the duration of the agreement:

Secretary/PPO Plan

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Employee	11%	12%	13%
Board	89%	88%	87%

Secretary/HMO Plan

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Employee	6%	7%	8%
Board	94%	93%	92%

Section 10.2 - Riders -S

Coverage pursuant to Section 10.1 shall include:

- a) Reimbursement of Medicare premiums of eligible employees
- b) Anthem (Blue Cross/Blue Shield) High Option Plan or its substantial equivalent and Anthem (Blue Cross/Blue Shield) 65 Plan 81 or its substantial equivalent for retirees and dependents (at no cost to the retiree).

The provision set forth in Sections 10.2 (a) and (b) shall not apply to employees hired on or after July 1, 2017.

Section 10.3 - Premium Cost Sharing – S

Said amounts shall be paid weekly through payroll deduction, or in the case of retirees entitled to benefits pursuant to Section 10.4, through monthly remittance. The Board shall adopt an IRS Section 125 pretax premium conversion account. Effective July 1, 2018, premium cost sharing will be paid biweekly through payroll deduction.

Section 10.4 - Retiree Benefits Prior to Age Sixty-Five (65) –S

1. The Board will provide all the medical coverage to current and to future retirees who have completed fifteen (15) years of service until the retiree reaches age 65, which is provided to active bargaining unit employees.
2. The Board will provide to the spouse of a retiree, until age 65, and other family members of the retiree, while eligible, all the medical coverage which is provided to active bargaining unit employees, even though the retiree is age 65 or older.
3. If a retiree, either prior to or after reaching age 65, takes other employment, which provides equivalent medical coverage, any of the medical coverage provided to the Board of Education in paragraphs 1 and 2 above, shall cease during the term of that other employment or any other future employment. The retiree shall immediately give notice of said equivalent medical coverage to the Business Manager's office. However, if written notification is given to the Board by the retiree, spouse or eligible family member by certified mail, return receipt requested, that the retiree is no longer employed or that the employee no longer has equivalent medical coverage, the Board shall have its insurance carrier resume the dropped coverage when eligibility exists, as soon as the insurance carrier is able to put the coverage into effect.
4. Any retiree who began his/her employment with the Board on or after the date the 2007 – 2010 Agreement was signed who receives coverage under this section (or whose spouse or other family member receives coverage under this section) shall pay twelve percent (12%) of the cost associated with said coverage for him/herself and twenty-five

percent (25%) of the cost associated with said coverage for a spouse or other family member.

The provisions set forth in section 10.4 subsections 1, 2, 3, 4 shall not apply to employees hired on or after July 1, 2017.

Section 10.4.1 - Employee Funded Disability Plan -S

The Board will provide payroll deduction for a group Long Term Disability Policy. The total premium cost of such policy shall be borne by the employee.

Section 10.5 - S

- A. Effective and retroactive to September 1, 1999, all part time employees scheduled to work at least nineteen (19) hours per week shall be entitled to the coverage set forth in Section 10.1 (PPO) and Dental Riders A, B, C, and D, for the individual only, provided the employee shall pay one-half (50%) of the insurance premium cost and the Board shall pay the remaining one-half (50%) of such premium cost. Effective 7/1/05 the employee shall pay forty-five percent (45%) of said individual coverage only and the Board shall pay fifty-five percent (55%) thereof and the employee shall pay one hundred percent (100%) of dependent coverage. Effective 7/1/06 the employee shall pay forty percent (40%) of said individual coverage only and the Board shall pay sixty percent (60%) thereof, and the employee shall pay one hundred percent (100%) of dependent coverage.
- B. The remainder of any or all of the medical coverage provided by this Article, and coverage for the employee's spouse and/or dependents shall be made available at the group rate at no cost to the Board.
- C. This Section shall become effective on September 1, 1999. Employees who seek coverage shall notify the Business Manager in writing and the employee shall be covered on the first day of the month following such notice.

Section 10.6-S

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2019-2020 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the MERA. Such negotiations shall be limited solely to the distribution of payment of the excise tax, insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

ARTICLE XI
LIFE INSURANCE

SECTION 11.1 - Life Insurance - S

The Board shall provide group Term Life Insurance in the amount of twenty thousand dollars (\$20,000) which will be reduced upon retirement under the provisions of the Municipal Employees Pension and Retirement Plan to five thousand (\$5,000) dollars.

Section 11.2 - S

With respect to the benefits related in Section 1, above, the Board shall provide an Accidental Death and Dismemberment Benefit for employees.

ARTICLE XII
RETIREMENT AND DISABILITY BENEFIT

Section 12.2 - S

- A. Effective ongoing for all Secretaries except part time secretaries effective retroactive from July 1, 1994 and for all employees each July 1st thereafter, the Employer shall contribute five per cent (5%) of annual pay for each employee who has notified the Employer of his or her election to participate in the Board of Education 403(b) retirement plan. Said amount shall be matched by the employee.
- B. Employees who elect to participate in the above mentioned plan must do so in writing, addressed to the Business Manager, within sixty (60) days of ratification of this Agreement by the parties, or, within sixty (60) days of hire if a new employee. Such notification shall be confirmed by the Business Manager, in writing, within ten (10) days of receipt of such notice.
- C. Employees who participate in the above mentioned plan may contribute up to any limitation imposed by the IRS of their annual pay, including any amount used to match the Employer's contribution, upon notice as indicated above. Employee contributions may be increased to the above maximum for payroll deduction purposes upon written notice to the Business Manager.
- D. The parties agree that the annual combined contributions shall not exceed any limitation imposed by the IRS.
- E. Secretaries are eligible to retire at age sixty-two (62) with at least seven (7) years of service in that department.

ARTICLE XII
NON-MEMBERS OF PENSION AND RETIREMENT PLAN

This is not applicable to secretaries.

ARTICLE XIV
TERMINAL LEAVE

Section 14.1 - S

Any employee hired prior to the date the 2007-2010 agreement was signed who retires in compliance with Social Security Regulations, even though not thereafter an employee, shall be carried on the Employer payroll until his/her audited accrued credited sick leave and vacation leave shall be fully paid. An employee hired prior to the date the 2007-2010 Agreement was signed may choose lump sum payment of his/her audited accrued credited sick leave and vacation leave in lieu of being carried on the Employer's payroll. In either case, the employee shall be required to give notice by March 1 of the school year in which the retirement shall occur. In the event the retiring employee provides notice to the Board of his/her retirement after March 1, the employee shall receive one-half of the payment no later than June 30th of the school year in which the retirement will occur and the remaining one-half payment no later than June 30th of the following calendar year.

Any employee hired after the 2007-2010 Agreement was signed shall not be paid for accrued sick leave and shall not be so carried on the payroll.

ARTICLE XV
PRIOR PRACTICE

Section 15.1 - S

Nothing in this Agreement shall be construed as abridging any right or benefit that employees have enjoyed heretofore, unless the right or benefit is specifically cancelled or superseded by a provision of this Agreement.

ARTICLE XVI
BULLETIN BOARDS

Section 16.1 - S

The Employer shall permit the use of a bulletin board in every school building by the Union for posting of notices concerning local union business.

ARTICLE XVII
RATES OF PAY

Section 17.1 – S

Compensation Plan (Hourly Rates) of Secretarial Employees of the Board of Education of the City of Torrington, Connecticut who are represented for Collective Bargaining purposes by Local 1579 of Council 4, AFSCME, AFL-CIO, in these classifications:

Retroactive from July 1, 2017-June 30, 2018 -1.00% general wage increase

	Classifications	Step 1	Step 2	Step 3	Step 4
I.	THS Manager (260 days)	\$25.53	\$27.07	\$28.80	\$30.46
II.	Payroll, Accounts Payable	\$26.84	\$28.04	\$29.31	\$30.62
III.	Assistant Superintendent Sec, Financial Assistant, Secretary to Dir. Of Bus. Services, Secretary of the Special Ed. Dept; Secretary to HR; Data secretary (260 days)	\$26.84	\$28.04	\$29.31	\$30.62
IV.	Administrative Assistants to the Principal	\$22.21	\$23.52	\$24.85	\$26.17
V.	School Secretaries (260 days); FRP (209 Days); P/T School secretaries	\$21.96	\$23.27	\$24.59	\$25.92

*Torrington High School Manager as long as incumbent on 7/1/99 is employed, after which it shall be in the School Secretaries Group.

As of July 1, 2012, Family Resource Professionals will receive equal weekly pay amounts compensated for 195 workdays plus 14 holidays for each fiscal year.

EFFECTIVE FROM July 1, 2018-June 30, 2019-1.00% general wage increase

	Classifications	Step 1	Step 2	Step 3	Step 4
I.	THS Manager (260 days)	\$25.79	\$27.34	\$29.09	\$30.76
II.	Payroll, Accounts Payable	\$27.11	\$28.32	\$29.60	\$30.93
III.	Assistant Superintendent Sec, Financial Assistant, Secretary to Dir. Of Bus. Services, Secretary of the Special Ed. Dept; Secretary to HR; Data secretary (260 days)	\$27.11	\$28.32	\$29.60	\$30.93
IV.	Administrative Assistants to the Principal	\$22.43	\$23.76	\$25.10	\$26.43
V.	School Secretaries (260 days); FRP (209 Days); P/T School secretaries	\$22.18	\$23.50	\$24.84	\$26.18

*Torrington High School Manager as long as incumbent on 7/1/99 is employed, after which it shall be in the School Secretaries Group.

As of July 1, 2012, Family Resource Professionals will receive equal weekly pay amounts compensated for 195 workdays plus 14 holidays for each fiscal year.

EFFECTIVE FROM July 1, 2019-June 30, 2020-1.00% general wage increase

	Classifications	Step 1	Step 2	Step 3	Step 4
I.	THS Manager (260 days)	\$26.05	\$27.61	\$29.38	\$31.07
II.	Payroll, Accounts Payable	\$27.38	\$28.60	\$29.90	\$31.24
III.	Assistant Superintendent Sec, Financial Assistant, Secretary to Dir. Of Bus. Services, Secretary of the Special Ed. Dept; Secretary to HR; Data secretary (260 days)	\$27.38	\$28.60	\$29.90	\$31.24
IV.	Administrative Assistants to the Principal	\$22.65	\$24.00	\$25.35	\$26.69
V.	School Secretaries (260 days); FRP (209 Days); P/T School secretaries	\$22.40	\$23.74	\$25.09	\$26.44

*Torrington High School Manager as long as incumbent on 7/1/99 is employed, after which it shall be in the School Secretaries Group.

As of July 1, 2012, Family Resource Professionals will receive equal weekly pay amounts compensated for 195 workdays plus 14 holidays for each fiscal year.

Section 17.2 - S

Effective July 1, 2007, employees who have completed five (5) years through nine years of service shall receive a separate check of six hundred seventy-five dollars (\$675.00) employees who start their tenth (10th) year of service shall receive eight hundred seventy-five dollars (\$875.00) payable on the pay day prior to December 25 annually.

Effective July 1, 2011, Family Resource Professionals who have completed five (5) years through nine years of service within the Torrington Public Schools shall receive a separate check of five hundred and six dollars (\$506.00). Employees who start their tenth (10th) year of service shall receive six hundred and fifty-six dollars (\$656.00) payable on the pay day prior to December 25 annually

Part time secretaries will not be eligible to longevity payments.

ARTICLE XVIII
DISCIPLINARY PROCEDURE

Section 18.1 - S

Warnings and disciplinary actions shall not be imposed except for just cause. The employee and the Union will be given written notification of any proposed disciplinary action.

Section 18.2 - S

Written warnings will be in effect for a two (2) year period from the date of issuance. After said two (2) year period, the warning will be removed from the employee's personnel file, if there has been no repetition of the same offense.

1. Except in serious matters of employee misconduct, progressive disciplinary action will normally be followed. The normal order of such progression is verbal warning, written warning, suspension and dismissal.
2. There will be no disciplinary action without just cause.
3. The Union shall be notified in writing, whenever an employee is suspended or discharged. Such notification shall be made to the Union office as concurrently as possible with the discipline.

ARTICLE XIX **GRIEVANCE PROCEDURE**

Section 19.1 - S

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

Section 19.2 - S

A grievance for the purpose of this procedure shall be considered to be a complaint concerned with matters relating to interpretation and application of the Articles and Sections of this Agreement.

Section 19.3 - S

Any employee may use this grievance procedure with or without Union assistance. No grievance may be filed after twenty (20) working days of the event giving rise to it or after twenty (20) working days after the employee and the Union knew or should have known of such event.

Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized.

For purposes of the grievance procedure “appropriate supervisor” shall mean for School Secretaries their School Principal and for Central Office Secretaries the Business Manager. Employees meeting at Step One with the Business Manager shall move directly to Step Three if their grievance shall not have been disposed of to the satisfaction of the aggrieved.

STEP ONE - S

Any employee who has a grievance shall reduce the grievance to writing and submit it to his/her appropriate supervisor for his/her department, within the time limit specified in the first paragraph above, who shall use his best efforts to settle the dispute. The appropriate supervisor shall meet with all parties concerned within three (3) working days of his receipt of the

grievance and his decision shall be submitted in writing to the aggrieved employee and his representative, if he is represented, within five (5) working days of receipt of the grievance.

STEP TWO - S

If the employee and his representative are not satisfied with the decision rendered by the appropriate supervisor, the Union may submit the grievance in writing to the Business Manager within ten (10) working days after the decision in Step One. The Business Manager shall meet with all parties concerned and the Council #4 Staff Representative within ten (10) working days of its receipt of the grievance and the Business Manager shall render his/her decision in writing to the employee and the Union within ten (10) working days of the hearing.

STEP THREE - S

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party, within ten (10) working days after the decision in Step Two (Step One if having met firstly with the Business Manager), may submit the grievance in writing to the Board of Education. The Board of Education or its designated committee shall meet with all parties concerned and the Council #4 Staff Representative within ten (10) working days of its receipt of the grievance and the Board of Education or its designated committee shall render its decision in writing to the employee and the Union within ten (10) working days of the hearing.

STEP FOUR - S

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party, within twenty (20) working days after the decision in Step Three, may submit the grievance to the Connecticut State Board of Mediation and Arbitration hereafter noted, and the decision rendered by such State Board shall be final and binding upon the parties. The employer may also utilize the arbitration procedure outlined for the Union as indicated above.

Section 19.4 - S

The Union shall be entitled to submit grievances in the name of the Local 1579 and in the same manner as is provided herein for employees.

Section 19.5 - S

Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

Section 19.6 - S

Day and night stewards shall be allowed time off to investigate grievances and to discuss grievances with the appropriate authority without loss of pay.

When presenting grievances before any appropriate forum, the Local's President or Vice President, the Steward, the chairperson, aggrieved party and necessary witnesses shall attend without loss of pay.

Section 19.7 - S

Any agreement reached to dispose of a grievance prior to arbitration shall be implemented immediately unless otherwise agreed by the parties.

ARTICLE XX
NO STRIKE CLAUSE

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike during the life of this contract.

ARTICLE XXI
BOARD PREROGATIVES

The Board of Education has and will continue to retain, whether exercised or not, all of the powers specified in Conn. Gen. Stat. §10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

- a. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education;
- b. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes;
- c. To employ, transfer, or promote employees, to demote employees for just cause, or to lay off, terminate, or otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools (which rights shall include the right to contract or subcontract Board operations);
- d. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools; provided the employees are notified in writing of such rules;

- e. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations whether enumerated in job description or not, shall be performed by the employees;
- f. The above rights responsibilities and prerogatives are inherent in the Torrington Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE XXII
MISCELLANEOUS

Section 22.1 - Pronouns - S

The parties hereby understand that the use of pronouns shall include reference to both genders.

Section 22.2 - Mileage/Reimbursement - S

Employees using their own vehicles, with authorization, for school purposes, shall be compensated by the IRS mileage allowance rate per mile, including assignments outside the City of Torrington.

Section 22.3 - Meeting Place - S

The Board shall make available to the Union, upon request, and without charge, a suitable meeting place in a school building for Union meetings provided that the use is not in conflict with other school programs and does not result in additional cost to the Board.

Section 22.4 - Subcontracting/Assigning-out in accordance with Law - S

The Board agrees that it will not sub-contract or assign-out bargaining unit work except in accordance with applicable law.

Section 22.5 - Copies of Agreement - S

The Board shall provide the Council 4 Representative with six (6) original signature documents of the Agreement within thirty (30) days of ratification by the Board. The Union shall prepare the documents for signing for the above provision.

Section 22.6 - Savings Clause - S

If any Section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining 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.

Section 22.7 - Performance Evaluations - S

Annual performance evaluations will be conducted by the employee's district assigned supervisor. Evaluations will be signed off by the supervisor and employee. Completed evaluations will be filed in the employee's personnel file.

Employees who receive an unsatisfactory evaluation shall have the right to file a rebuttal, which will be attached to the evaluation and placed in the employee's personnel file.

Section 22.8

Family Resource Professionals shall be entitled to the same benefits as outlined in the Secretarial contract.

Section 22.9-Direct Deposit -S

Effective July 1, 2018, all employees shall participate in direct deposit.

Section 22.10-Biweekly pay-S

Effective July 1, 2018, all employees shall be paid biweekly. FRPs shall receive twenty-six (26) equal paychecks.

Section 22.11 Information Requests

The Union may request the following bargaining unit information once annually. Such information shall include the following for each bargaining unit member: a) name; b) position; c) home address; d) home telephone number and e) work email addresses.

Section 22.12 New Employee Orientation

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee's hire date and shall be during working hours at a time agreed to by the employee's immediate supervisor, not to exceed thirty (30) minutes in duration.

Section 22.13 Access to Work Locations

The Board agrees that Union representatives shall be permitted to enter the premises of the employer at reasonable times for the purpose of transacting Union business, provided such business does not interfere with the operations of the Board and/or employees' job duties.

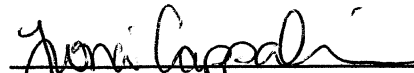
**ARTICLE XXIII
DURATION**

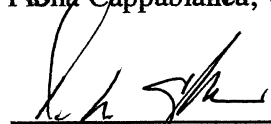
Section 23.1 - S

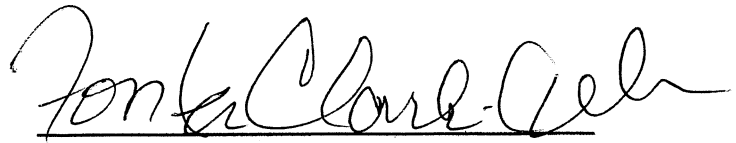
This Agreement shall be effective upon ratification and effective retroactive only as specifically indicated herein, and shall remain in full force and effect through June 30, 2020. It shall be


automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 31, 2020, of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 29 day of November, 2017.



Fiona Cappabianca, Chairperson



Denise Clemons, Superintendent


Fonta Clark-Cole, President

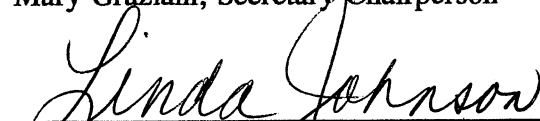

June Sabolcik, Vice President

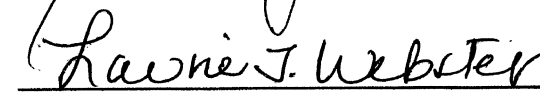

Carol Slusarski, Cafeteria Chairperson


Craig Audia, Custodian Chairperson


Sheila Pekrul, Paraprofessional Chairperson


Mary Graziani, Secretary Chairperson


Linda Johnson, Nurse Chairperson


For CT Council 4, AFSCME, AFL-CIO
Laurie Webster, Staff Representative