

AGREEMENT
BETWEEN
CHESHIRE BOARD OF EDUCATION
AND
CHESHIRE EDUCATIONAL SECRETARIES
AND TECHNICIANS UNITED

JULY 1, 2019 TO JUNE 30, 2023

Table of Contents

ARTICLE I – RECOGNITION	1
ARTICLE II – RIGHTS OF THE BOARD OF EDUCATION	1
ARTICLE III – NO DISCRIMINATION.....	2
ARTICLE IV – SENIORITY	2
ARTICLE V – HOURS OF WORK.....	4
ARTICLE VI – SALARIES	5
ARTICLE VII – LEAVE PROVISIONS	6
ARTICLE VIII – HOLIDAYS	9
ARTICLE IX - VACATIONS.....	11
ARTICLE X – INSURANCE.....	12
ARTICLE XI – LONGEVITY	17
ARTICLE XII – UNION SECURITY.....	18
ARTICLE XIII – GRIEVANCE AND ARBITRATION PROCEDURE	18
ARTICLE XIII B – DISCIPLINARY ACTION	20
ARTICLE XIV – NO LOCKOUT – NO STRIKE.....	21
ARTICLE XV – INCLEMENT WEATHER	21
ARTICLE XVI – DURATION AND RENEWAL	21
APPENDIX A.....	23
SALARY GRADES.....	23
APPENDIX B.....	24
WAGE SCHEDULE.....	24
APPENDIX C - RETIREMENT SAVINGS PLAN INFORMATION.....	26

This Agreement, effective this 1st day of July, 2019 by and between the Cheshire Board of Education (hereinafter referred to as the Board) and the Cheshire Educational Secretaries and Technicians United, (hereinafter referred to as the Union).

ARTICLE I – RECOGNITION

SECTION 1.1

The Board recognizes the Union under the provisions of Chapter 113 of the General Statutes of Connecticut, as amended, as the sole and exclusive bargaining agent with respect to matters of wages, hours and other conditions of employment for all secretaries and clerks who regularly perform twenty (20) or more hours of work per week, excluding the Executive Assistant to the Superintendent of Schools and the Operations Assistant to the Chief Operating Officer.

SECTION 1.2

Effective July 1, 1997, the Board agrees to merge the media technician's contract provisions into the school secretary's contract based on their similar community of interest, and the expediency of negotiations.

ARTICLE II – RIGHTS OF THE BOARD OF EDUCATION

SECTION 2.1

The Board has and will continue to retain, whether exercised or not, all of the powers specified in Connecticut General Statute 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;
- 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 cut, or other legitimate reasons when it shall be in the best interests of the Board or the schools;
- 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;

- e. To establish job descriptions and job grades and from time to time change such job descriptions and job grades and to insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees;
- f. To establish contracts or subcontracts for school operations provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members.
- g. The above rights, responsibilities and prerogatives are inherent in the Cheshire Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding. It is understood that the Union continues to have the right to file charges in accordance with Connecticut General Statute 7-468 through 7-471, inclusive.

ARTICLE III – NO DISCRIMINATION

SECTION 3.1

There shall be no illegal discrimination, coercion, intimidation, or retaliation of any kind against any Employee based upon the Employee's membership in a protected class as defined in applicable state and federal laws as amended from time to time, nor based upon the Employee's Union membership or activity, except for bona fide occupational qualifications, either by the Board or by the Union.

ARTICLE IV – SENIORITY

SECTION 4.1

Seniority under this Agreement is defined as the length of the employee's accumulative service as a bargaining unit member unbroken by either voluntarily quitting or discharge.

- a. The Board, through its Human Resources Department, will furnish the Union, through its president, annually during the month of October, with an Employee List showing the name, initial date of hire, address, school location, placement on salary range and whether full or part-time of each employee in the bargaining unit.
- b. Further, any changes in the above will be furnished throughout the school year.
- c. The Board shall provide a copy of this collective bargaining agreement to each bargaining unit member, as well as to each newly hired employee.
- d. All media technicians who were employed at the time of the first initial contract shall have a seniority date of 07/01/87.

SECTION 4.2

During the first sixty days that the employee actually works, the employee shall be on probation and may be terminated by the Board in its sole discretion with or without cause, provided such termination is not for one or more discriminatory reasons. Section 13.B.1 of this Agreement shall not apply to probationary employees. Neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provision of the Agreement during said probationary period for purposes of challenging any disciplinary matter or termination for any reason. Upon completion of the probationary period, an employee's seniority shall date back to the commencement of employment with the Board.

SECTION 4.3

In the event of any permanent vacancy in any position held by a bargaining unit member, notice thereof shall be posted and employees will be sent an electronic notice. Current employees may request a transfer by completing an online application for the vacancy during the seven (7) calendar days after receiving notice, before the Board seeks outside applications to fill such opening. In deciding whether to grant a request for a transfer under this section, consideration shall be given for experience, qualifications, seniority, attendance and punctuality. Transfers shall not be arbitrarily or capriciously denied. Notice of the filling of a vacancy and the salary given shall be sent to the Union within five (5) working days after the vacancy is filled.

SECTION 4.4

Layoffs will be based upon seniority within a job grade. Full-time employees with seniority about to be laid off may displace full or part-time employees with less seniority in other job grades, provided they are qualified and able to do the work required at the sole discretion of the Superintendent or his/her designee.

- a. Permanent part-time employees will be laid off before full-time employees; however, if a lay-off or job elimination must be made, the bargaining unit member who is the last hired and has the least seniority shall be laid off first.
 1. If there is job elimination within the bargaining unit, the bargaining unit member whose job is being eliminated may displace the full-time employee with the least seniority, provided he/she is qualified and able to do the work required, as determined by the Superintendent or his/her designee.
- b. Notwithstanding the above section 4.4, media technicians and secretaries shall only bump within their separate job grades, (i.e. secretaries to secretaries, media technicians to media technicians). Media Technicians may bump Technology Assistants only if they are qualified to perform the duties. Technology Assistants may bump Media Technicians with less seniority.

SECTION 4.5

The summer leave for ten-month employees or an authorized leave of absence under Article VII does not break one's seniority.

SECTION 4.6

- a. Laid off employees shall have recall rights by grade for a period of one (1) complete year from date of layoff. Any employee who refused recall shall lose all future recall rights.
- b. When employees are to be recalled, the first recalled shall be those last laid off, provided that such employees have the ability and experience to perform the work available as determined by the Superintendent or his/her designee.
- c. Return to work from layoff must be accomplished within two weeks of the notice of recall by certified mail to the last address of record from the Board to the laid off employee or the person will be considered to have relinquished all rights to recall.
- d. Accumulated sick leave benefits will be restored upon recall under this provision.
- e. Seniority will not diminish during any period of layoff during which a person has recall rights, but no additional seniority shall accrue. Seniority will continue from the date of re-employment.
- f. Notwithstanding the above, any employee who is laid off shall have recall rights to a comparable position to that in which they were laid off, (i.e. full-time to full-time). For the purposes of this section, a refusal of a part-time position by a laid off full-time employee shall not constitute a refusal, and said employee shall remain on the top of the reemployment list until a comparable position is available during the recall period.

ARTICLE V – HOURS OF WORK

SECTION 5.1

The regular work schedule for full-time employees covered by this agreement shall be thirty-five (35) hours per week, five (5) days per week at seven (7) hours per day exclusive of an unpaid, duty free lunch break.

SECTION 5.2

Time and one-half shall be paid for all hours worked in excess of thirty-six (36) hours per week.

- a. Double time for hours or parts thereof worked shall be paid for all work on a Sunday and for work on a holiday in addition to holiday pay.

SECTION 5.3

The annual hours of pay shall be computed as follows:

Twelve (12) Month Employees

(52 weeks @ 35 hours/wk.) 1820 hours

Ten (10) Month Employees

1330 hours*
Plus: Vacations & Holidays per Contract

*Note: See definition above.

For the purpose of this article, the student's school year shall be considered to be one hundred and eighty (180) days.

SECTION 5.4

Part-time employees working 20 or more hours but less than 35 hours per week shall have their benefits pro-rated based upon hours worked, as follows:

- Employees with work schedules of more than 20 hours but less than 30 hours may elect to participate in the Cigna Open Access Elements Plan for medical benefits coverage with co-share rates for medical and dental and all other benefits pro-rated at 50% of a full-time employee.
- Employees with work schedules of 30 hours or more but less than 35 hours may elect to participate in all available plans for medical benefits coverage with co-share rates for medical and dental and all other benefits pro-rated at 75% of a full-time employee.

Full-time employees hired prior to July 1, 2019 will maintain their current benefits if their scheduled hours are reduced to below 35 hours per week and any such employee's benefits shall not be prorated so long as any such employee does not have seniority broken.

ARTICLE VI – SALARIES

SECTION 6.1

The salaries of all persons covered by this Agreement for the 2019-20, 2020-21, 2021-22 and 2022-23 school years are set forth in Appendix A and B respectively, Salary Grades and Wage Schedule, which is attached hereto and made a part of this Agreement.

For 2019-20, all salaries shall increase effective and retroactive to July 1, 2019 by 2.50%.

For 2020-21, all salaries shall increase effective July 1, 2020 by 2.65%.

For 2021-22, all salaries shall increase effective July 1, 2021 by 2.75%.

For 2022-23, all salaries shall increase effective July 1, 2022 by 2.75%.

SECTION 6.2

The Board will classify bargaining unit jobs in salary grades (Appendix A). There after the Board agrees that disputes concerning the classification of the appropriate salary grade of any bargaining unit jobs may be handled under the grievance procedure up to and including Arbitration provided that the Arbitrator for such a dispute shall be skilled in this area of labor relations and that his/her ruling must apply on the single dispute before him/her.

SECTION 6.3

Payment for temporary assigned transfer for the convenience of the Board shall be at the rate and level of the grade to which the employee is being transferred. However, if the employee is transferred to a lower grade, the employee shall receive no reduction in present salary.

SECTION 6.4

Whenever a permanent transfer occurs which is deemed to be a promotion by virtue of being a higher labor grade, the employee shall be placed on a step in the new labor grade that results in no less than a five percent (5%) increase over their current wage.

SECTION 6.5

A newly hired employee shall be placed on step 1 of their respective grade and shall progress on steps as negotiated.

SECTION 6.6

Earned holiday pay will be included in the paycheck for the pay period in which it occurs. Earned vacation pay for 10-month employees will be prorated and paid proportionally in the first pay period in December and the last pay period of the fiscal year.

SECTION 6.7

The Board will reimburse an employee at the IRS rate for any authorized use of the employee's own vehicle.

ARTICLE VII – LEAVE PROVISIONS

SECTION 7.1 – SICK LEAVE

- a. Each employee will be entitled to earned sick leave of one and one-fourth (1 $\frac{1}{4}$) days with pay for each month worked in the year with a maximum accumulation of one hundred eighty 180 days on the books at any one time, (i.e. 10 month employees – 12.5 days ; 12 month employees – 15 days).
- b. Twenty (20) days of accumulated sick leave to be paid upon retirement.

- c. Sick days may be used for personal illness or for illness of any family member domiciled within the employee's household or other locations for the following immediate family (spouse, mother, father, children, step-children and step-parents).

Whenever written notice is required to be given to the Board of Education, an employee or the Union, electronic notification by means of email shall be sufficient.

SECTION 7.2

A physician's certificate showing date of illness may be required by the Board of Education after three (3) consecutive days of absence or in circumstances where excessive sick leave is alleged to be taken by an employee, a pattern of abuse of sick time is suspected or similar circumstances.

SECTION 7.3 – FUNERAL LEAVE

In the event of a death in the immediate family, the employee shall be paid for time lost from scheduled work not to exceed five (5) days per contract year in order to attend the funeral. These days will not be charged to sick leave. Immediate family includes husband, wife, mother, father, son, daughter, brother or sister, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, step-parents, step-children and step-siblings, and relatives who are residents of the employee's household. One day's time off with pay may be granted to attend other family funerals.

The Superintendent or his/her designee may permit additional days of leave in accordance with this section.

SECTION 7.4 – UNION LEAVE

The President and/or designee and the aggrieved party may attend all grievances and unfair labor practice complaint hearings without loss of pay. Members of the Union's negotiating committee shall not suffer any loss in pay for attendance for negotiation meetings that are scheduled by mutual agreement during the regular work day. Officers of the Union may each take up to a maximum of 2 days of leave per year without loss of pay for union business for the purpose of attending conventions, seminars, training, strategy sessions, negotiation and hearing preparation and meetings with Union counsel. Leave may be taken in 1 hour increments and requires prior approval, as with all other leave requests, by their administrator.

SECTION 7.5 – LEAVE OF ABSENCE

An application for an authorized leave of absence shall be acted upon by the Superintendent or his/her designee.

SECTION 7.6 – PERSONAL LEAVE

Each employee will be entitled to three (3) days per year with pay for personal reasons for which no other arrangements can be made. All requests must be written and submitted to the

Superintendent or his/her designee prior to the date requested. Special exceptions can be made in case of an emergency. In the absence of the Superintendent or his/her designee, the employee's immediate supervisor may act upon the request. These days may not be taken consecutively unless specifically approved by the Superintendent or his/her designee. Normally, no personal day will be approved if it falls on the day before or after a holiday or vacation period unless specifically approved by the Superintendent or his/her designee. Personal days will not be cumulative.

SECTION 7.7 – MATERNITY LEAVE

Child bearing and child rearing leave will be in accordance with State Statutes.

SECTION 7.8

Master Sick Leave Bank:

- a. Each member of the bargaining unit may be permitted to contribute two (2) days from his/her sick leave accumulation, each fiscal year, to a "Master Sick Leave Bank", to aid members who suffer prolonged illness or have immediate family members who suffer prolonged illness, and whose sick leave has been exhausted. The Bank shall be built up to a maximum of 350 days. No more days shall be added until the Bank is depleted to 250 days. Then the Bank will be built up again using the same process.
- b. A contributing member of the sick leave bank shall be permitted, upon written application and with the approval of a committee comprising two union members and the Superintendent or his/her designee and one additional administrator selected by the Superintendent. Approval will be based on a simple majority vote, which is to be taken in open, and if said vote is tied, both parties agree to utilize the services of a state mediator, who shall hear the case and render a decision, which said be final and binding to both sides, to draw up to twenty-five (25) days against the Bank after his/her own accumulated sick leave has been exhausted, and shall be able to submit to the aforementioned panel a request for two (2) additional twenty-five (25) day periods by way of a new written application, and supporting documentation.
- c. The following conditions shall apply:
 1. A person withdrawing membership in the sick leave bank will not be able to withdraw the contributed days.
 2. Persons withdrawing sick leave days from the Master Bank will not have to replace these days except as a regular contributing member to the Bank.
 3. Additions to the Master Sick Leave Bank shall be made at the beginning of each fiscal year. All current sick bank members shall not have to contribute any days to the bank until the bank falls below 250 days. Any new hires or new members shall be required to

contribute two days for the first year, and then shall not have to contribute to the bank again until it falls below 250 days.

4. Each member of the union shall have the opportunity to join the Master Sick Leave Bank. All current employees shall have thirty days from the signing of this contract to sign up, and all new hires shall have thirty days from their date of hire. There will only be a onetime offer, according to the above, and no yearly open period will be in existence. Once a member drops out of the bank, they will not be able to re-enter the bank.

SECTION 7.9 – JURY LEAVE

In the event of jury duty for an employee, the Board shall pay the employee the difference between the employee's regular rate of daily pay and the daily rate of pay received for said jury duty.

ARTICLE VIII – HOLIDAYS

SECTION 8.1

The following holidays shall be ordered as days off with regular pay for full-time employees except when they fall on a Saturday or Sunday. They shall be celebrated on the preceding Friday when they fall on a Saturday and when they fall on a Sunday, they shall be celebrated on the following Monday. However, if the shifting of the holiday to a Friday or Monday falls on a day on which school is in session, the Superintendent or his/her designee shall reschedule the holiday. The schedule will be reviewed with the Chapter President before it is announced to the membership.

The following holidays shall be ordered as days off with regular pay for:

Twelve-Month Employees:

Independence Day	Christmas Day
Labor Day	New Years' Day
Columbus Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Day After Thanksgiving	Good Friday
Day Before Christmas	Memorial Day

Note: The above schedule is not intended to conflict with school calendar.

12 Month Part-Time Employees – More than 20 scheduled hours but less than 30 hours will have the following holidays as days off with regular pay:

Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Day	New Year's Day
Memorial Day	

12 Month Part-Time Employees – 30 or more scheduled hours but less than 35 hours will have the following holidays as days off with regular pay:

Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Day Before Christmas
Christmas Day	New Year's Day
Lincoln's Birthday	Washington's Birthday
Memorial Day	

Ten-Month Employees:

Labor Day (when it falls within the school calendar)
Columbus Day
Thanksgiving Day
Christmas Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

10 Month Part-Time Employees – More than 20 scheduled hours but less than 30 hours will have the following holidays as days off with regular pay:

Labor Day	Thanksgiving Day
Christmas Day	Memorial Day

10 Month Part-Time Employees – 30 or more scheduled hours but less than 35 hours will have the following holidays as days off with regular pay:

Labor Day	Thanksgiving Day
Christmas Day	Martin Luther King Day
President's Day	Memorial Day

SECTION 8.2

An employee on vacation shall be granted an additional day of vacation if a holiday falls during his/her vacation period.

ARTICLE IX - VACATIONS

SECTION 9.1

One (1) day of vacation pay shall be allowed for each full month of work, not to exceed twelve (12) days per fiscal year. After an employee has completed five (5) full years of service with the Board, an additional three (3) vacation days per year shall be allowed to a total of fifteen (15) days per year. After ten (10) full years of service, a total of twenty (20) days per year shall be allowed. After 20 years of service, one (1) additional day of vacation per year of service – maximum accumulation 25 days.

SECTION 9.2

Years of service will be determined on the anniversary date of employment. Vacation days for each fiscal year will be credited to an employee on July 1 and must be taken by the June 30th close of that fiscal year. All vacation time must be approved by the employee's immediate supervisor and the Superintendent or his/her designee. There will be no carry over of vacation time without approval by the Superintendent or his/her designee. Employees reaching their fifth, tenth or twentieth year of service will be credited additional vacation days as outlined below:

Fifth Year Anniversary		Tenth Year Anniversary		Twentieth Year Anniversary
Hire Date		Hire Date		Regardless of hire date 1 additional day in the twentieth year thru twenty fifth years.
July/Aug./Sept./Oct.	3 days	July/August	5 days	
Nov./Dec./Jan./Feb.	2 days	Sept./Oct./Nov.	4 days	
March/Apr./May/June	1 day	December/January	3 days	
		February/March	2 days	
		April/May/June	1 day	

New employees credited with vacation time are not eligible to use those days until they have been employed three (3) months. All vacation must be approved by the employee's immediate supervisor and the Superintendent or his/her designee.

SECTION 9.3

Ten-Month employees will be paid for 50% of their vacation time prior to the December Holiday break and the remaining 50% in the last payroll for the fiscal year.

SECTION 9.4

Any employee terminating employment with the Cheshire Public Schools will have their final pay adjusted for any credited vacation time used that has not been earned for that year, but has been credited to their account. There will be no payment for vacation time unused from any year other than the year in which the employee terminates.

SECTION 9.5

When a Ten-Month employee is hired into a Twelve-Month position, his/her years of service will count as full years of service for the purpose of vacation accrual.

SECTION 9.6

Ten-Month employees who attain a level of 15 vacation days after 5 years shall remain at that level for as long as they are employed as Ten-Month employees.

ARTICLE X – INSURANCE

SECTION 10.1

All employees covered by this Agreement and their eligible dependents, shall be eligible to receive the following benefit coverage:

Cigna High Deductible Health Plan (HDHP) with Health Savings Account (HSA)

The Board will offer coverage through a High Deductible Health Plan with a Health Savings Account, with the following deductibles and co-insurance:

Annual deductibles:

\$2,000 individual; \$4,000 for two-person or family coverage

0% in-network co-insurance;

20% co-insurance for out-of-network;

Out-of-pocket maximums: \$4,000 individual; \$8,000 two-person or family;

Prescriptions are included in the above deductibles and once the deductibles are met would be subject to a \$0/\$20/\$40 copay for retail purchases and \$0/\$40/\$80 for a 3 month mail-order supply.

The Board will contribute into an HSA account each year for each employee selecting the HDHP, \$1,000 for single coverage and \$2,000 for two-person or family coverage. The Board will contribute 50% of the amount due to the employee's HSA account the second pay in January and 50% in September, except that the Board will contribute 100% in the second pay in January in the first year the employee enters the HDHP. The Board may, in its sole discretion, make an exception and fund the September funding payment earlier based upon a written request received by an employee due to financial hardship.

Medicare eligible employees who select the HDHP will be made whole for the Board's \$1,000/\$2,000 annual contribution through a mutually agreeable arrangement with the employee including reducing the premium co-share or making alternate funding arrangements to a Health Reimbursement Account (HRA), a flexible spending account, etc.

Employees selecting the HDHP shall contribute towards the cost of insurance by paying for a portion of the allocated premium as follows:

2019/2020 - 9% (HSA plan year 1/1/2020 to 12/31/2020)
2020/2021 - 10% (HSA plan year 1/1/2021 to 12/31/2021)
2021/2022 - 11% (HSA plan year 1/1/2022 to 12/31/2022)
2022/2023 - 12% (HSA plan year 1/1/2023 to 12/31/2023)

The above mentioned medical program will cover eligible dependent children to age 26. Coverage for dependent will end at the end of the month in which the dependent turns age 26.

Cigna Open Access Plus PPO Plan (PPO)

In-Network Services

\$ 30 - Office (unlimited)
\$ 500 - Hospital Admissions
\$ 150 - Emergency Room

Out of Network Services

\$ 500 - Deductible for Individual
\$1,000 - Deductible for 2 Person/Family
30% - Coinsurance
\$3,500 - Maximum out of pocket individual
\$7,000 - Maximum out of pocket family

All employees covered by this Agreement may elect individual coverage, 2-person or full family coverage as it relates to health insurance. The Board shall contribute towards the cost of employees enrolled in the PPO the same amount that it contributes toward the allocated premium for the HDHP plan and employees who select the PPO shall pay the cost difference. In the event that the calculated employee contribution to the PPO is lower than the calculated contribution to the HDHP, the employee will receive a reduction in their cost for the PPO (buy-down) up to a zero employee contribution for the PPO.

2019/2020	2020/21	2021/22	2022/23
Buy-up/down from HDHP	Buy-up/down from HDHP	Buy-up/down from HDHP	Buy-up/down from HDHP

The above mentioned medical program will cover eligible dependent children to age 26. Coverage for dependent will end at the end of the month in which the dependent turns age 26.

Cigna Open Access In Network HMO Plan (HMO)

In-Network Services

\$ 30 - Office (unlimited)
\$500 - Hospital Admissions
\$150 - Emergency Room

Out-of-Network Services

No out-of-network coverage is provided except for emergency services which are covered the same as in-network

All employees covered by this Agreement may elect individual coverage, 2-person or full family coverage as it relates to health insurance. The Board shall contribute towards the cost of employees enrolled in the HMO the same amount that it contributes toward the allocated premium for the HDHP and employees who select the HMO shall pay the cost difference (buy-up). In the event that the calculated employee contribution to the HMO is lower than the calculated contribution to the HDHP, the employee will receive a reduction in their cost for the HMO (buy-down) up to a zero employee contribution for the HMO:

2019/2020	2020/21	2021/22	2022/23
Buy-up/down from HDHP	Buy-up/down from HDHP	Buy-up/down from HDHP	Buy-up/down from HDHP

The above mentioned medical program will cover dependent children to age 26. Coverage for dependent will end at the end of the month in which the dependent turns age 26.

Optum Rx Prescription Drug Plan for Cigna Open Access PPO Plan and Cigna Open Access In Network HMO Plan only:

Prescription drugs provided with an unlimited annual maximum as follows:

Three (3) tier prescription drug program

- Retail co-pays as follows: \$5, generic, \$35, brand-preferred, \$50 brand-non-referred
- Mail order at 2 X retail co-pay for minimum 90 day supply
- Up to 34 days or 100 doses (whichever is less) at retail per fill
- Experimental drugs for cancer (undergoing Phase II Clinical trials) other drugs require FDA approval
- Prior approval on drugs
- Concurrent review of manufacturer dosage limits, drug interaction and manufacturers approval program
- Coverage to current coverage and exclusion list
- Mandatory generic substitution with physician override. Employees are required to use generic prescription drugs, unless no generic is available or the prescribing physician indicates use of a brand name drug. If an employee opts to use a brand name drug when a generic is available, the employee will pay the difference in cost between the brand and the generic drug.

Cigna Open Access Elements Plan (Elements Plan)

In order to comply with the provisions of the Patient Protection and Affordable Care Act (PPACA), the Elements Plan is being offered as an additional option, but it is understood that it

is not to serve as the replacement medical benefits plan in the future. The Elements Plan meets the minimum coverage requirements as prescribed by the PPACA and is offered as a buy-down from the HDHP.

In-Network Services

Preventive care – fully covered
Office Visits - \$40 for 1st 3 visits, then subject to deductible and coinsurance
Hospital Admissions – Subject to deductible and coinsurance
Emergency Room/Ambulance – Subject to deductible and coinsurance
Annual deductible - \$5,600/\$11,200
Coinsurance – 90%/10%

Out-of-Network Services

Annual deductible - \$11,200/\$22,400
Coinsurance – 70%/30%
Emergency Room/Ambulance – Same as In-Network

All employees covered by this Agreement may elect individual coverage, 2-person or full family coverage as it relates to health insurance. The Board will offer the Elements Plan as a buy-down from the HDHP Plan as detailed below:

2019/20	2020/21	2021/22	2022/23
\$300/\$600/\$1,200 (Single/2Person/Family)	\$325/\$625/\$1,225 (Single/2Person/Family)	\$350/\$650/\$1,250 (Single/2Person/Family)	\$375/\$675/\$1,275 (Single/2Person/Family)

Cigna – Coinsurance Dental PPO Plan

In-Network services are paid at 80% of the Maximum Allowed Amount. The Board will pay the full cost of the employee's dental coverage. Employees may cover a dependent or family by paying the appropriate dependent cost.

The above mentioned dental program will cover eligible dependent children to age 19. Coverage for dependent children will end at the end of the month in which the dependent turns age 19.

Life and Accidental Death and Dismemberment Insurance

A \$20,000 group term life insurance policy with accidental death and dismemberment coverage in the like amount.

SECTION 10.2

The Board shall allow employees to pay medical benefit contributions with pretax dollars to the extent permitted by Section 125 of the Internal Revenue Service Code.

- a. Notwithstanding 10.1 above, employees may elect to waive all Cigna coverage and in lieu thereof, to receive \$1,000. Payment to those employees waiving coverage will be made on a prorated basis.
- b. Where there is a change in an employee's status such as, but not limited to, change in the spouse's employment or changes in the spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, coverage by Cigna shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect.

Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Board so as to insure that the pro-rated basis in Section (a) above was accurate.

- c. The Board shall create section 125(b) spending account for qualified medical expenses and dependent care assistance. Fees connected with the creation of said account shall be paid by the Board

SECTION 10.3

When an employee is injured within the scope of his/her employment, the Board will make up the difference between his/her benefit under the Workers Compensation Statute and his/her regular rate of pay for a period of one hundred and eighty (180) calendar days. During such 180 calendar day period, time lost due to compensable injury will not be deducted from his/her sick leave.

SECTION 10.4

Any member of this bargaining unit who retires with a minimum of ten years of service shall be entitled to \$2,600 each year, for a period of three years for the purpose of providing medical insurance coverage.

Upon retirement or any time during the three years immediately following their retirement, the Board shall disperse the aforementioned funds to the employee in one installment of two thousand six hundred dollars (\$2,600). The payment shall be processed the first week in January of each year that the employee is eligible.

SECTION 10.5

An employee hired before July 1, 2011 shall be eligible for pension benefits in accordance with the provisions of the Town of Cheshire Retirement Plan as contained in the Code of Ordinances of the Town of Cheshire, Section 2-121 through 2-142, which plan will be as follows:

Pension Plan A or B, number 4

Example: 1 ½% group used to get 1 ½% per credited year, now will get 1 ¾% up to 30 years
3 ½% group used to get 1 ¾% per credited year, now will get 2% up to 25 years

**These amounts are retroactive to your date of hire, or to the date you signed up for the pension plan, which ever applies.

Employees hired on or after July 1, 2011 shall be eligible for the Cheshire Public Schools Retirement Savings Plan. The plan shall have the following minimum requirements:

- a. Each employee participating in the Defined Contribution Plan shall be required to contribute three percent (3%) of his/her salary into the plan during each pay period;
- b. The Board shall make a minimum contribution of five percent (5%) of the employee's W-2 earnings per plan year, and the employee shall make a minimum contribution of three percent (3%) of W-2 earnings per plan year. In addition to the contributions set forth above, the Board shall match each employee's dollar contribution into the plan in excess of the employee's required contribution per pay period on a 1.5 to 1 basis to a maximum Board contribution, including its required contribution, of eight percent (8%) of the employee's W-2 earnings per pay period. For example, if the employee contributes five percent into the plan, the Board shall contribute eight percent. If the employee contributes more than five percent, the Board's maximum contribution will remain at eight percent.

ARTICLE XI – LONGEVITY

SECTION 11.1

After 10 years of service and up to 14 years of service, the following amount of money shall be paid in one lump sum yearly - \$525 in 2019-20 and 2020-21 and \$550 yearly thereafter.

SECTION 11.2

After 15 years of service the following amount of money shall be paid in one lump sum yearly - \$650 in 2019-20 and 2020-21 and \$750 yearly thereafter.

SECTION 11.3

The longevity payments prescribed by this article shall be included in the pay distributed on the first payday in December. The parties specifically agree that there shall be no pro-ration of longevity payments. The parties agree that an employee shall be deemed entitled to the longevity payment prescribed by this article as of the first day of the fiscal year in which he/she will attain, or does attain, the years of service noted in the schedule.

ARTICLE XII – UNION SECURITY

SECTION 12.1

During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. An employee may opt out of union membership at any time upon notification to the Union or the Board.

SECTION 12.2

Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee. The employer agrees to extend a union supplied membership card in the new hire packet.

SECTION 12.3

The amount of dues deducted under this Article, together with a list of employees, shall be remitted to CHESHIRE EDUCATIONAL SECRETARIES AND TECHNICIANS UNITED within a week after the payroll period in which such deduction is made together with a list of employees and their addresses for whom such deduction is made.

SECTION 12.4

The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

ARTICLE XIII – GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 13.1 – Purpose

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

SECTION 13.2 – Definitions

- a. “Grievance” shall mean a claim based upon the Board’s interpretation or application of a specific section of this Agreement including discipline of an employee. The written grievance shall contain references to the specific section(s) of the Agreement alleged to have been violated as well as the relief requested.
- b. “Grievant” shall mean any bargaining unit employee, group of similarly affected employees or the Union.
- c. “Days” shall mean calendar days.

SECTION 13.3 – 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, however be extended by written agreement of the Board and the Union.
- b. If a grievant or the Union does not file a grievance in writing within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, the grievance shall be considered to have been waived.
- c. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level. Failure by the administration or Board to answer a grievance within the specified time limits shall allow the grievant to proceed to the next level.

SECTION 13.4 – Informal Procedures

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

SECTION 13.5 – Formal Procedures

- a. **Level One** – Superintendent or his/her designee

If a grievant is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a written grievance to the Superintendent or his/her designee and the Superintendent or his/her designee shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.

- b. **Level Two** – Superintendent of Schools

If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within ten (10) days after the decision, file his/her written grievance with the Superintendent. The Superintendent shall, within fifteen (15) days after the receipt of the referral, meet with the grievant for the purpose of resolving the grievance. The Superintendent shall within seven (7) days after such meeting, render his/her decisions and the reasons therefore in writing to the grievant, with a copy to the Union.

c. Level Three – Board of Education

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within ten (10) days after the decision, file the written grievance with the Board. The Board shall meet with the grievant at its next regularly scheduled meeting for the purpose of resolving the grievance. If the Board agenda for the next meeting has been finalized, the Board may elect to meet with the grievant at the following regularly scheduled meeting.

The Board shall, within fourteen (14) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Union.

d. Level Four – Arbitration

If the grievant is not satisfied with the disposition of his/her grievance at the Level Three, he/she may, within fifteen (15) days after the decision, he/she may request the Union to submit his/her written grievance to the State of Connecticut Board of Mediation and Arbitration for arbitration under its rules and regulations. The decision of the arbitration panel shall be final and binding on both parties. The arbitration fee, if any, shall be borne equally by the parties. The authority of the arbitration panel shall be limited to the interpretation and application of the specific provisions of this Agreement. The arbitration panel shall have no authority to modify, add to or subtract from this Agreement.

ARTICLE XIII B – DISCIPLINARY ACTION

SECTION 13.B.1

Employees shall not be subject to any disciplinary action including discharge except for just cause.

SECTION 13.B.2

A copy of any written reprimand will be placed in the employee's personnel file and copies shall be furnished to the employee and the Union.

SECTION 13.B.3

Any employee suspended or dismissed under this Article shall be given written notice by the Superintendent or his/her designee stating the reasons for suspension or dismissal.

SECTION 13.B.4

For purposes of further disciplinary action, the Employer will not rely on past warnings, suspensions or other disciplinary action documented in an employee's personnel file after 24 months following the date of the documentation of the disciplinary action.

ARTICLE XIV – NO LOCKOUT – NO STRIKE

SECTION 14.1

The Board agrees that it will not lock out the employees covered by this Agreement during its term.

SECTION 14.2

The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism, mass illnesses or mass resignations or other similar forms of interference with the operation of the Board.

SECTION 14.3

Any or all employees participating in such strike or other prohibited activity described in Section 14.2 shall be subject to disciplinary action by the Board.

ARTICLE XV – INCLEMENT WEATHER

SECTION 15.1

When school is canceled or has a delayed opening due to inclement weather or other emergency, and an announcement of such has been made by the Superintendent, employees are expected to report to work at their regularly scheduled time or as soon as travel, weather and parking conditions permit. Employees shall be paid for the full day of work. If school is closed early, due to, but not limited to, inclement weather, employees shall be dismissed by the Superintendent or his designee at the earliest practical time based on the situation at the building and they shall be paid for the full day.

ARTICLE XVI – DURATION AND RENEWAL

SECTION 16.1

The parties agree that the above sections constitute the full and complete agreement between them and supersedes all prior understanding, practices, procedures and policies for the employees covered by the Agreement, whether oral or written. Past practice shall be utilized only to resolve an ambiguity in contract language.

SECTION 16.2

No individual employee in the bargaining unit or representative agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto, unless expressly adopted in writing and mutually agreed upon between the Board and the Union.

SECTION 16.3

This Agreement may be altered or modified only by mutual written agreement of the parties hereto.

SECTION 16.4

This Agreement shall be binding upon the Board and the Union from the first day of July 2019 and shall continue in full force and effect until midnight of the 30th day of June 2023, when it shall expire, provided that if neither party gives notice at least ninety (90) days prior to June 30, 2023 provided for in Section 16.5, this Agreement shall automatically renew itself for an additional term of one (1) year and all provisions shall remain in effect with the same force as during the original term thereof.

SECTION 16.5

Negotiations upon proposed changes in the terms of this Agreement shall begin no later than thirty (30) days after receipt of the notice specified in Section 16.4 by either party.

For the Cheshire Board of Education:

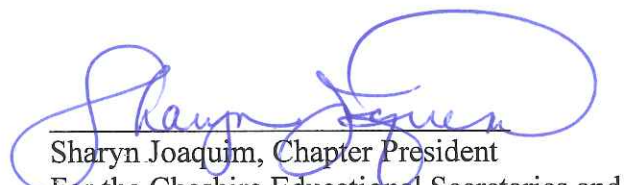

Vincent J. Masciana
Chief Operating Officer
Cheshire Public Schools

Date: 11/6/2019

For Cheshire Educational Secretaries
and Technicians United:


Eric Brown, Esq.
Counsel
Cheshire Educational Secretaries and
Technicians United

Date: 10-25-19


Sharyn Joaquim, Chapter President
For the Cheshire Educational Secretaries and
Technicians United:

Date: 11/20/19

**APPENDIX A
SALARY GRADES**

SALARY GRADE	CLASSIFICATION
1	Part-time employees (work schedules less than 35 hours per week)
2	Media Technician Senior Clerk/Dodd Attendance CHS
3	Secretary 1 Secretary Special Education Special Education Secretary/Clerk Athletic Secretary Guidance Secretary 1 Receptionist/Human Resources Curriculum Office Secretary Career Resources Assistant Food and Nutrition Secretary Superintendent's Office Secretary
4	Secretary II Guidance Secretary II Secretary Bookkeeper-CHS Secretary/Bookkeeper – Finance Secretary – Human Resources Technology Assistants
5	Accounting Assistant Benefits Specialist Secretary to Director of Pupil Personnel Services Secretary to Principal CHS Secretary to Assistant Superintendent – Instructional Services
6	Payroll Supervisor

**APPENDIX B
WAGE SCHEDULE
(SEE BELOW)**

APPENDIX B.1

2019-20

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
1	\$16.00	\$22.20	\$22.60	\$25.44	\$30.26	\$31.80
2	\$16.40	\$22.74	\$23.17	\$26.04	\$31.09	\$32.76
3	\$16.81	\$23.34	\$23.76	\$26.72	\$31.89	\$33.58
4	\$17.23	\$23.92	\$24.36	\$27.41	\$32.70	\$34.46
5	\$17.66	\$24.50	\$24.94	\$28.06	\$33.50	\$35.30

APPENDIX B.2

2020-21

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
1	\$16.42	\$22.79	\$23.20	\$26.11	\$31.06	\$32.64
2	\$16.83	\$23.34	\$23.78	\$26.73	\$31.91	\$33.63
3	\$17.26	\$23.96	\$24.39	\$27.43	\$32.74	\$34.47
4	\$17.69	\$24.55	\$25.01	\$28.14	\$33.57	\$35.37
5	\$18.13	\$25.15	\$25.60	\$28.80	\$34.39	\$36.24

APPENDIX B.3

2021-22

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
1	\$16.87	\$23.42	\$23.84	\$26.83	\$31.91	\$33.54
2	\$17.29	\$23.98	\$24.43	\$27.47	\$32.79	\$34.55
3	\$17.73	\$24.62	\$25.06	\$28.18	\$33.64	\$35.42
4	\$18.18	\$25.23	\$25.70	\$28.91	\$34.49	\$36.34
5	\$18.63	\$25.84	\$26.30	\$29.59	\$35.34	\$37.24

APPENDIX B.4

2022-23

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	GRADE 6
1	\$17.33	\$24.06	\$24.50	\$27.57	\$32.79	\$34.46
2	\$17.77	\$24.64	\$25.10	\$28.23	\$33.69	\$35.50
3	\$18.22	\$25.30	\$25.75	\$28.96	\$34.57	\$36.39
4	\$18.68	\$25.92	\$26.41	\$29.71	\$35.44	\$37.34
5	\$19.14	\$26.55	\$27.02	\$30.40	\$36.31	\$38.26

APPENDIX C - RETIREMENT SAVINGS PLAN INFORMATION



The Cheshire Public Schools Retirement Savings Plan

Features of your Plan

Eligibility

You are immediately eligible to participate in your plan and receive employer contributions if you normally work greater than 20 hours per week and are not a member of the Connecticut State Retirement System, or a temporary employee (employees who work less than 5 months per year).

Your Contributions

The Internal Revenue Service sets the amount you can contribute in pre-tax dollars each calendar year. The 2019 maximum contribution is \$19,000. If you are age 50 or older, your contribution maximum may be increased by making an additional "catch-up" contribution of up to \$6,000 in 2019. Your elective contributions may not exceed 100 percent of your compensation and there is an overall limit on aggregate contributions (including both employer and employee contributions) that can be made to your employer's plan.

Employee Mandatory Contribution

Effective, January 1, 2018, employees have a minimum contribution required.

1. Employees will contribute a minimum contribution of 3% of your salary per plan year.

The Cheshire Public Schools Employer Contribution

One of the highlights of your plan is the employer contribution. There are two types of employer contributions:

1. Cheshire Public Schools will contribute 5% of your salary per plan year.
2. For every 1% the employee contributes (after the minimum 3% required), Cheshire Public Schools will contribute 1.5% up to a maximum of 8% (which includes the minimum required 5%).

Vesting

"Vesting" refers to ownership of the money in your retirement account. Anything you contribute to the plan and any earnings on that money is always 100% vested. The contributions made on your behalf by the Cheshire Public Schools are subject to the following vesting schedule:

Years of Service	Vested %
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5	100%

Funding Options

Speak to your Financial Services Representative to learn more about the Funding Options available in your plan.

Withdrawals

Since your plan is designed primarily to help you save for a secure retirement, there are restrictions on when money may be withdrawn from your account.

You may withdraw money from your plan account under the following circumstances:

- While still employed, upon attainment of age 59 ½ or older
- Separation from Service

Loans

Loans are permitted.

- Maximum number of loans: 1
- Minimum loan amount: \$1,000

Account Access

Each quarter, you will receive a personal account statement with a detailed summary of your activity. You can also access your information on the web at www.eservice.metlife.com where you can view your account information and transaction activity, make changes to your account and more!

For Additional Information

Contact your MetLife Financial Services Representative to learn more or for help enrolling in the plan.

Carol C. Hopkins, MBA, CLTC

Financial Advisor | Investment Advisor Representative | Special Care Planner

Barnum Financial Group

45 Glastonbury Blvd., First Floor

Glastonbury, CT 06033

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