

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CANAAN BOARD OF EDUCATION**

**and**

**CANAAN SCHOOL EMPLOYEES LOCAL  
1303-343 OF COUNCIL 4  
AFSCME, AFL-CIO**

**JULY 1, 2022 THROUGH JUNE 30, 2025**

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This Agreement made and entered into between the Canaan Board of Education (hereinafter referred to as the Board) and Canaan School Employees, Local 1303-343 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

## **ARTICLE I - RECOGNITION & BOARD RIGHTS**

### **Section 1.0**

The Board hereby recognizes the Union as the sole and exclusive representative for all non-certified employees pursuant to the Connecticut State Board of Labor Relations Case No. ME-16,372, for all collective bargaining with respect to wages, hours and other conditions of employment for all non-certified employees including secretaries, educational paraprofessionals, Library Manager, Head Custodian, Custodian, and School Nurse of the Lee H. Kellogg School, excluding all others.

### **Section 1.1**

The Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Canaan Board of Education and all its aspects except as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include but are not limited to, decisions on the needs for school facilities; determination regarding the care, maintenance and operations of buildings, land apparatus and other proper use of school purposes; the employment, assignment, scheduling, and transfer of employees; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; and the employment and supervision of all employees in the organization and administration of the Canaan Board of Education. No action taken by the Board with respect to such rights, responsibilities and prerogatives should be subject to the grievance procedure provisions of this Agreement, except as otherwise provided for in the Agreement. The "Superintendent of Schools", as used in this Agreement shall mean the Superintendent or his/her designee. The term "Board of Education" or the "Board" as used in this Agreement shall mean the Canaan Board of Education or its designee.

### **Section 1.2**

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

### **Section 1.3**

This Agreement shall not be altered, amended, or changed except in writing after mutual agreement of the parties and after ratification by duly authorized groups and signed by the Board and the Union which writing shall be appended hereto and become part hereof.

## **ARTICLE II - SAVINGS CLAUSE**

### **Section 2.0**

If any provisions of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.

## **ARTICLE III - UNION SECURITY**

### **Section 3.0**

Each employee who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each employee who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency service fee as a condition of employment.

### **Section 3.1**

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Board agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Board is notified in writing, by the Union, that the employee is no longer a member. The Union reserves the right to modify and/or replace the deduction authorization form.

The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Board or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.

- A. The Board agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary/Treasurer of the Union as Union dues. Such deduction will be periodically made from the payroll at times agreed upon by the Board and the Union, and the total deductions so made shall be mailed or electronically delivered to AFSCME Council 4 on a monthly basis. Such deduction shall continue for the duration of this Agreement and/or any extension hereof unless otherwise notified by Council 4.
- B. The Union agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board hereunder. Once the funds collected by the Board hereunder are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union, and the Board shall have no further obligation, financial or otherwise, under subsection A of this Article.
- C. Payroll deductions will be made in bi-weekly pay periods for properly executed deduction authorization forms received at the Board's payroll office on or before the fifth day of the preceding month. However, the Board assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.
- D. Deductions shall be remitted to the AFSCME Council 4 not later than twenty (20) days after the end of the preceding month during which deductions were made.

### **Section 3.2**

Each month the Board will submit information on employees represented by the bargaining unit in the

format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by bargaining unit: Last name, First Name, Middle Initial, Hire Date, rate of pay, total hours worked in the reporting period, dues paid, employment status, job hours, Employee ID, job title, shift, worksite, home address, home phone, cell phone, work email, and home email.

Each month the Board shall furnish to the Union a report showing all personnel transactions adding to or deleting employees to all departments represented by the bargaining unit.

**ARTICLE IV – DUE CHECK OFF**

**Section 4.0**

Deductions will be made twice each month and all sums deducted shall be remitted to the Council 4 Office no later than the day after the end of each calendar month in which deductions are made. Said check shall be made payable to "Local 1303-343, AFSCME, Council 4". The Union will remit to the Board, on or before the last day of the month a list of the membership changes, if any, and the Board will check off the aggregate amounts collected.

**Section 4.1**

The Union agrees to indemnify and hold harmless the Board from any and all responsibilities and liabilities incurred by reason of implementation of Article IV.

**ARTICLE V – HOURS OF WORK**

The Board of Education may vary the work schedules described in this article considering the needs of the school district and the Board agrees to bargain the impact, if any. The Board of Education or its designee shall provide notice on or before May 1<sup>st</sup> of the work schedules for the following year.

**Section 5.0 - Custodians**

The normal work week shall be Monday through Friday, with the following work hours, a 12 month position:

- |                     |  |
|---------------------|--|
| Head Custodian      | Eight (8) hours per day with a one-half hour unpaid duty free lunch. Said workday shall be scheduled between 6:00 a.m. and 4:00 p.m., as agreed upon by the Principal. |
| Part Time Custodian | Three and one-half (3-1/2) hours per day. Said workday shall be scheduled between 3:30 p.m. - 8:00 p.m., 180 day position.   |

Employees will be given 2-weeks notice for any changes in their scheduled workday.

**Section 5.1 - Secretary**

The normal workweek shall be Monday through Friday, 8:00 a.m. - 4:00 p.m. The work year shall be 217 days.

The Secretary shall receive a \$500.00 per year stipend for the scheduling of substitutes.

**Section 5.2 – Educational Paraprofessionals, Library Manager, and Nurse**

The normal workweek shall be Monday through Friday with the following hours:

Educational Paraprofessionals	Six and three-quarter (6-3/4) hours per day, 8:30 a.m. - 3:15 p.m., 181 day position.
	Three (3) hours per day, 181 day position.
Library Manager	Six and one-quarter (6-1/4) hours per day, 8:45 a.m.-3:00 p.m., 181 day position.
Nurse	Seven (7) hours per day, 8:30 a.m.-3:30 p.m., 181 day position.

**ARTICLE VI - SENIORITY**

**Section 6.0**

Seniority, for purposes of this Agreement, is defined as the total length of an employee's most recent period of continuous full-time service with the Board. The employee's earned seniority shall not be lost because of absence due to illness, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence but such rights will not be lost by the employee because of such leave.

**Section 6.1**

All other factors being equal, seniority will be used to determine transfers, or promotions, other factors are defined as qualifications and competence to perform the work as determined by the Board.

**Section 6.2**

In cases where an employee transfers or is promoted from one classification to another, his seniority in the new classification shall be based on his original employment date with the Board.

**Section 6.3**

Seniority shall be lost for the following reasons:

- a. Voluntary resignation;
- b. Discharge for cause;
- c. Failure to return to work, from layoff, within 10 days after being recalled.

**Section 6.4**

- a. New employees shall be considered probationary during their first sixty (60) days of employment. During such probationary period the employee shall not attain seniority rights under this agreement and the probationary employee will be subject to discharge by the Board, without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. Personal and sick day benefits will be prorated based on the number of workdays remaining in the fiscal year. Access to health insurance shall commence on the first of the month following the 60<sup>th</sup> day of employment.

**Section 6.5**

- a. Layoffs shall be by seniority within classification, as defined in (c) below. An employee scheduled for layoff shall bump the least senior employee within his job classification. If there is no least senior employee within their classification or there is no other employee

within that classification they shall bump the least senior in the next lower classification provided they have the ability to perform the work as determined by the Board and more seniority. In turn, any displaced employee shall exercise their bumping rights in this manner.

- b. An employee may elect the layoff in lieu of exercising their bumping rights.
- c. The classifications for purposes of layoff shall be custodians; assistants; secretaries.

**Section 6.6**

Any employee who is to be laid off shall receive two (2) weeks' notice.

**Section 6.7**

Laid off employees with the most seniority, within classifications, shall be rehired first.

**Section 6.8**

The right of seniority in re-employment shall be accorded to a laid off employee prior to new employees being hired provided such laid off employee responded to a notice to report for work within ten (10) days after receipt of notice, sent by certified mail to their last known address. If such laid off employee fails to respond, or refuses recall, they shall lose all rights of seniority recall.

**Section 6.9**

Recall rights for laid off employees shall be for two (2) years from the date of layoff. Employees shall accumulate seniority while on layoff and upon recall shall be credited for the total amount of earned continuous seniority they had prior to layoff and be credited for the balance of personal illness days remaining when laid off.

**ARTICLE VII – VACANCIES AND PROMOTIONS**

**Section 7.0**

When new jobs are created within the Union or a vacancy occurs the Board shall post the job title for five (5) working days, and each employee who is interested will have the opportunity to apply for said opening(s), provided they are qualified. The senior qualified employee shall be given first consideration for the job. If the senior employee is not promoted, consideration should then be given to the next senior employee in the unit who has applied for and is qualified for the position. The Board retains the right to fill positions from outside the unit and the system if no qualified employee from within applies.

**ARTICLE VIII - OVERTIME**

**Section 8.0**

Overtime will be paid in accordance with state law.

**Section 8.1**

One and one-half (1-1/2) times the employees' hourly rate shall be paid to all employees who are authorized to work on Sunday.

**Section 8.2**

Time and one-half (1-1/2) shall be paid for all authorized work performed on holidays.

**Section 8.3**

Employees should be available for performing a reasonable amount of overtime work, daily or weekly, as part of their duties and responsibilities. .

**Section 8.4**

- a. Employees who work less than forty (40) hours per week can elect to accept their normal hourly rate of pay or time off which shall be equivalent to the extra hours they have worked.
- b. For purposes of this Section, extra hours worked is defined as hours worked beyond the normal work week hours.

**Section 8.5**

Any employee who has left the Board's premises and who is called back to work after the termination of his regular shift shall receive two (2) hours pay at the applicable rate of pay.

**Section 8.6**

Overtime: The nurse shall be paid at least time and one half for all hours worked over 40 hours in any week and any time on Saturday or Sunday, subject to any other premium pay provisions of the contract.

**ARTICLE IX - HOLIDAYS**

**Section 9.0**

All twelve (12) month employees shall receive paid holidays as follows:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Columbus Day           |
| Martin Luther King Day | Veterans Day           |
| President's Day        | Thanksgiving Day       |
| Good Friday            | Day after Thanksgiving |
| Memorial Day           | *Christmas Eve         |
| Independence Day       | Christmas Day          |
| Labor Day              |                        |

\*All twelve (12) month employees shall receive Christmas Eve beginning July 1, 2023

**Section 9.1**

Employees who work 217 days shall receive the following paid holidays:

- |                        |                 |
|------------------------|-----------------|
| New Year's Day         | Columbus Day    |
| Veterans Day           | President's Day |
| Thanksgiving Day       | Good Friday     |
| Day after Thanksgiving | Memorial Day    |
| Christmas Day          | Labor Day       |

**Section 9.2**

Employees who work at least 180 days shall receive the following paid holidays in 2022-2023: Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas or Rosh Hashanah\*, New Year's Day, Good Friday or Yom Kippur\*, President's Day, and Memorial Day.

\* Paid for employees who observe the same when it falls on a school day.



Employees who work at least 180 days shall receive the following paid holidays in 2023-2024 and 2024-2025: Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas or Rosh Hashanah\*, New Year's Day, Good Friday or Yom Kippur\*, President's Day, and Memorial Day.

\* Paid for employees who observe the same when it falls on a school day.

**Section 9.3**

Should any of the above holidays fall on a Sunday, it shall be observed on Monday, and if it falls on a Saturday it shall be observed on Friday provided school is not in session.

**Section 9.4**

If school is in session on any of the above holidays, the bargaining unit employees will receive an alternate paid holiday to be mutually selected by the Board and the Union.

**Section 9.5**

When any holiday occurs while an employee is out during vacation, said holiday shall not be charged against the employee's earned vacation time.

**ARTICLE X - WAGES**

**Section 10.0**

When an employee is required to work away from the Board's premises he shall be paid his hourly earnings for all time spent traveling in addition to the current I.R.S. mileage rate per mile, if he should use his own vehicle for any reason. An employee shall not be required to use his own vehicle for Board business.

**Section 10.1**

The Board shall direct deposit payroll checks to all employees covered by this Agreement.

**Section 10.2**

When employees are required and assigned by the administrator to perform work of a higher paying classification they shall be paid at the same step of the higher classification after the fifth (5th) day working in the higher classification.

**Section 10.3**

When an employee is required to substitute for a teacher they shall be paid \$10 per class block over and above their hourly rate. The \$10 shall be payable when a teacher is absent from their classroom for a full class block and the employee acts as the substitute teacher for that full class block. Employees must report said sub time to their supervisor to receive payment.

**ARTICLE XI - SICK LEAVE**

**Section 11.0**

Twelve (12) month employees and employees who work two-hundred seventeen (217) days per year shall earn fifteen (15) paid sick leave days per year. One hundred-eighty (180) day employees shall earn ten (10) paid sick leave days per year.

**Section 11.1**

Such paid sick leave shall accumulate up to a maximum of one hundred and ten (110) days for twelve (12) month employees and employees who work two hundred seventeen (217) days per year. One hundred eighty (180) day employees shall accumulate up to a maximum of sixty (60) days.

**Section 11.2**

Employees may use up to three (3) sick leave days per fiscal year for medical appointments that cannot be made outside of their working hours. Said time may be also taken in one-half (1/2) day increments.

All medical appointments required as part of employment or by law shall be during working hours without loss of sick leave and shall be paid by the employer. In the case of night workers, they shall be paid for such time as if they were working. Whenever possible the employee shall make an effort to schedule the appointment in such a way that the entire day need not be taken.

**Section 11.3**

- a. Upon retirement under the pension plan or social security of an employee, the employee shall be paid ten dollars (\$10) per day for each day of unused accumulated sick leave to a maximum of eight hundred dollars (\$800.00).
- b. Upon the death of an employee, the employee's designated beneficiary shall be paid ten dollars (\$10) per day for each day of unused accumulated sick leave to a maximum of eight hundred dollars (\$800.00).

**ARTICLE XII - BEREAVEMENT LEAVE**

**Section 12.0**

In the event of a death in the immediate family of an employee, such employee shall be granted up to five (5) consecutive days absence with pay.

**Section 12.1**

In exceptional cases, additional time may be granted by the Superintendent of Schools.

**Section 12.2**

Immediate family means husband, wife, children and any other members of the same household; father, mother, brothers and sisters, father-in-law, and mother-in-law, sister-in-law and brother-in-law, and grandchildren.

**Section 12.3**

In the event of critical illness in the immediate family of an employee, the employee shall receive up to three (3) days off with pay. Critical illness is when the physician requests the employee's presence at the bedside, at the home or in the hospital.

**ARTICLE XIII – PERSONAL BUSINESS DAYS**

**Section 13.0**

Employees may be absent for a total of four (4) paid days per fiscal year for family illness or personal business granted with the approval of the building Principal. Personal business is business of a personal nature, which cannot be conducted outside the workday.

**Section 13.1**

Personal business days are non-accumulative.

**ARTICLE XIV - VACATIONS**

**Section 14.0**

Each employee who works two hundred seventeen (217) days per year shall receive annual vacation with pay provided they meet the following scheduled years of service:

One (1) year but less than 10 years	10 days
Ten (10) years	18 days

Each twelve (12) month employee shall receive annual vacation with pay provided they meet the following scheduled years of service.

One (1) year but less than 10 years	10 days
Ten (10) years	18 Days
Twenty (20) Years	20 Days

**Section 14.1**

Vacation accrual shall be based on years of service and effective on the employee's anniversary date of hire.

**Section 14.2**

The vacation schedule will be set between the appropriate administrator and the employee. If the vacation schedule cannot be resolved, the appropriate administrator will have the final determination with respect to vacation scheduling. Where a conflict exists between two (2) employees, the most senior employee shall have first choice.

**Section 14.3**

The Employee may take vacation while school is in session with the consent of the Administrator.

**ARTICLE XV - WORKERS' COMPENSATION**

**Section 15.0**

All employees shall be covered under Workers Compensation Insurance and receive benefits as required in the Connecticut State Workers Compensation Act.

**ARTICLE XVI - LEAVE PROVISIONS**

**Section 16.0**

Personal leave of absences without pay may be granted by the Board for thirty (30) days renewable up to ninety (90) days. During this period, an employee shall not lose seniority or any benefits under the terms of the agreement.

**Section 16.1**

An employee who is required to serve on jury duty shall notify the Board. An employee shall be granted jury duty leave with pay less what he or she receives from the State for such service for the first

ten (10) days of juror service pursuant to Connecticut General State Statute 51-247. Should service be for a longer period of time, the employee may utilize vacation and personal leave for days beyond the initial ten (10) days of service.

**Section 16.2**

Military leave of absence for reservist's duty will be granted in accordance with the state law.

**Section 16.3**

- a. Maternity Leave - Maternity leave will be granted in conformance with State Law. An employee who becomes pregnant shall submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations, which may affect her ability to continue in her normal employment.
- b. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as temporary disabilities for all job related purposes. Seniority shall remain unbroken from the commencement though the termination of maternity leaves.
- c. Accumulated sick leave and vacation leave shall be available for use during the period of such disability; provided, however, the total period of disability, including pre and post-natal shall not exceed six (6) weeks.
- d. During the period of disability leave up to six (6) weeks pursuant to Section (c) above, the Board shall pay for the employee's fringe benefits, including insurance.
- e. Any leave granted after the disability shall be child rearing leave. Such leave shall be without compensation and the employee may continue under the health insurance program at his or her own expense at the group rate.
- f. If, upon submission of satisfactory medical evidence concerning the employee's condition and upon the further submission of evidence satisfactory to the Board that the employee is able to resume her normal duties, the employee shall be reinstated to a position the same or comparable to the position she held prior to the commencement of the maternity leave.

**ARTICLE XVII - INSURANCE**

**Section 17.0**

Effective July 1, 2022, the Board will provide employees the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP 2.0) for health and dental benefits during the life of this agreement.

Employees and their dependents hired prior to July 1, 2019 shall be eligible for group health/dental benefits provided they work twenty (20) hours or more per week.

Employees and their dependents hired after July 1, 2019, will be eligible for group health/dental benefits provided they work thirty (30), or more hours or more per week.

Each employee who is eligible for individual, two person or family coverage under the health insurance plans described below may elect to be covered by executing and returning to the Board between June 1 and June 20 of each year the form attached to this Agreement as Appendix C.

The following premium cost sharing arrangement shall be in effect for the SPP 2.0:

**2022-2023**

Employees working 217 days or 12 months shall pay sixteen percent (16.0%) of the premium cost. All other eligible employees pay seventeen and a half percent (17.5%) of the premium cost.

**2023-2024**

Employees working 217 days or 12 months shall pay sixteen and a half percent (16.5%) of the premium cost. All other eligible employees pay eighteen percent (18.0%) of the premium cost.

**2024-2025**

Employees working 217 days or 12 months shall pay seventeen and a half percent (17.5%) of the premium cost. All other eligible employees pay nineteen percent (19.0%) of the premium cost.

**Dental Insurance:**

The Board shall provide employees with Dental insurance through the SPP 2.0/ Employees shall make payment for a percentage of the annual cost of the dental insurance benefit based on the following schedule:

2022-2023 = 16.5%                      2023-2024 = 17.0%                      2024-2025 = 18.0%

**Section 17.1**

The Board shall provide a \$50,000 term life insurance policy for the individual, per eligibility requirements, 100% paid by the Board.

**Section 17.2**

The Board, upon consultation with the Union, may change insurance carriers of the above mentioned insurance programs provided the new insurance carrier's coverage results in equivalent or better than the existing coverage including administration, benefits and delivery of services.

**Section 17.3**

The Canaan Board of Education shall maintain a Section 125 pre-tax wage deduction plan designed to permit exclusion from taxable income of the employee's share of health insurance premiums in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. The Canaan Board shall implement a Section 125 pre-tax deduction plan designed to permit exclusion from taxable income of allowable expenses incurred for medical care, as defined by IRS Section 213(d), and allowable dependent care expenses, pursuant to IRS regulations, for those employees who complete and sign the appropriate authorization form. The Canaan Board of Education shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium and allowable medical expenses and dependent care contributions.

## **ARTICLE XVIII - PENSION**

### **Section 18.0**

All eligible employees (as outlined in the plan) shall be part of the Town of Canaan Pension Plan and Trust Money Purchase.

## **ARTICLE XIX – UNION REPRESENTATION**

### **Section 19.0**

Release time without loss of pay shall be provided for one (1) Union official to attend grievance and arbitration hearings, which cannot be scheduled outside of work time.

## **ARTICLE XX – GRIEVANCE PROCEDURE**

### **Section 20.0**

- a. A "grievance" is a claim that a specific provision of this Agreement has been violated. A "grievant" is a member or members of a bargaining unit or the union making the claim. The term "days" shall mean calendar days. The grievant must file a grievance in writing within fourteen (14) days from the date he or she knew or should have known of the event or the condition giving rise to the grievance, otherwise the grievance shall be deemed to be waived.
- b. An employee with a grievance shall first discuss the matter with his/her immediate supervisor with or without the steward to resolve the grievance informally.
- c. In the event the grievance is not resolved at this informal meeting it shall be reduced to writing and processed in the following manner:

### **Section 20.1 - Step 1**

The employee, or the union, shall reduce the grievance to writing and submit it to the Principal within five (5) working days from the discussion at the informal level or within fourteen (14) days from when the grievance arose, whichever is first. The Supervisor shall schedule a meeting with the employee, a Union Representative within ten (10) days of receipt of the grievance. The supervisor shall give his written answer to the grievance within ten (10) days after the meeting.

### **Section 20.2 - Step 2 Superintendent**

In the event the employee or Union is not satisfied with the disposition of the grievance at Step I, it shall file the grievance with the Superintendent of Schools within ten (10) working days after receipt of the supervisor's answer. The Superintendent shall meet with the employee, and a Union Representative within fourteen (14) working days of receipt of the grievance.

### **Section 20.3 - Step 3**

- a. If the grievance is not resolved at Step 2, the grievant shall have the right to present the grievance in writing to the Board of Education within seven (7) days of the decision being rendered in Step 2.
- b. The Board of Education shall have a meeting within thirty (30) days after the receipt of the grievance, at which time it shall meet with the grievant and with the representative(s) of the Union for the purpose of resolving the grievance.

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

#### **Section 20.4**

Any time limits specified within this Article may be extended by mutual agreement of the Union and Board.

### **ARTICLE XXI - ARBITRATION**

#### **Section 21.0**

In the event the Board of Education's response is not satisfactory to the Union, it shall be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than twenty (20) days after receipt of the written answer of the Board of Education. The cost of arbitration shall be borne equally by both parties.

#### **Section 21.1**

The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The decision of the arbitrator shall be final and binding.

### **ARTICLE XXII - DISCIPLINE AND DISCHARGE**

#### **Section 22.0**

No employee shall be disciplined or discharged without just cause. In all cases of written discipline, a copy of such written reprimand or discipline will be forwarded to the Union President or Steward.

### **ARTICLE XXIII - SAFETY AND HEALTH**

#### **Section 23.0**

- a. Both parties to the Agreement hold themselves responsible for mutual, cooperative enforcement of health and safety regulations. The Union agrees to have a representative on a school safety committee.
- b. Employee complaints regarding unsafe or unhealthy situations in violation of safety regulations and standards shall be given immediate consideration.

### **ARTICLE XXIV - MISCELLANEOUS**

#### **Section 24.0**

- a. If school does not open to students as a result of a storm, employees who are regularly scheduled to work the student school year shall not report. Employees who work beyond the student school year
- b. Shall make a reasonable effort to report to work. Those employees who work greater than the student school year who are unable to report to work due to weather conditions may charge the time for such hours to personal leave or vacation leave as long as they have a balance of hours remaining in those leave categories, or as unpaid leave. In the absence of the designation of

- the aforementioned leave the employee's wages shall be docked.
- c. If employees are sent home by the administration as a result of a storm or emergency closing, the employees shall not lose pay. The secretary will remain in the building until all bus runs have been completed.
- d. In the event of a delayed school opening for students as the result of a storm. Non-certified staff will be allowed to report with the students. The administration shall assign additional duties to make up for lost time.

**Section 24.1**

If the Board requires employees to receive annual physicals, the examination shall be at no cost to the employee and shall be conducted during work hours. Wherever possible, the employee shall make an effort to schedule the appointment in such a way that the entire day need not be taken for the physical.

**ARTICLE XXV -DURATION**

**Section 25.0**

This Agreement shall take effect on July 1, 2022, and shall remain in full force and effect until June 30, 2025. This Agreement shall be considered automatically renewed, unless either party shall, on or before the 150th day prior to June 30, 2025 serve written notice by certified mail on the other party to modify, change, or amend this Agreement except as otherwise specified. The parties agree that all parts and sections of the collective bargaining agreement which expires on June 30, 2025, that are not changed as a result of these negotiations, will be included, verbatim, in the successor agreement.

IN WHITNESS WHEREOF, the parties hereto have caused this instrument to be signed and executed by its mutually authorized officers and representatives as of this 12 day of July 2022.

**CANAAN BOARD OF EDUCATION**

**CANAAN SCHOOL DISTRICT  
EMPLOYEES LOCAL 1303-343,  
COUNCIL 4, AFSCME, AFL-CIO**

DocuSigned by:  
Patricia Mechar  
Signed Chairman

DocuSigned by:  
[Signature]  
Signed Presidents

DocuSigned by:  
Neale Blass  
B7335459DD59471...

\_\_\_\_\_

DocuSigned by:  
Josh Herbst  
Staff Representative Connecticut Counsel  
AFSCME, AFL-CIO



**APPENDIX A - WAGES****July 1, 2022****3.5% GWI**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>After 10 yrs. Service Max.</b>
Head Custodian	27.49	28.33	29.19	30.06	31.03	32.00
Part Time Custodian	17.68	18.27	18.89	19.55	20.25	20.94
Ed. Paraprofessional	20.53	21.22	21.93	22.77	23.58	24.46
Library Manager	24.45	25.77	26.60	27.69	28.69	29.37
Nurse	35.70	36.57	37.44	38.34	39.27	41.22

**July 1, 2023****3.5% GWI**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>After 10 yrs. Service Max.</b>
Head Custodian	28.45	29.32	30.21	31.11	32.17	33.12
Part Time Custodian	18.30	18.91	19.55	20.23	20.96	21.67
Ed. Paraprofessional	21.25	21.96	22.70	23.57	24.41	25.32
Library Manager	25.31	26.67	27.53	28.66	29.69	30.40
Nurse	36.94	37.85	38.75	39.68	40.64	42.66

**July 1, 2024****3% GWI**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>After 10 yrs. Service Max.</b>
Head Custodian	29.30	30.20	31.12	32.04	33.07	34.11
Part Time Custodian	18.85	19.48	20.14	20.84	21.59	22.32
Ed. Paraprofessional	21.89	22.62	23.38	24.28	25.14	26.08
Library Manager	26.07	27.41	28.36	29.47	30.58	31.31
Nurse	38.05	38.98	40.87	40.87	41.86	43.94

**APPENDIX B – ANNUAL HEALTH INSURANCE ELECTION FORM**

Note that in order to maintain health insurance coverage, this election form must be completed each year by the employee and submitted to the business office during the open enrollment period June 1 to June 20.

During the past year, July 1, 20\_\_ to June 30, 20\_\_, I had the following health insurance plan and coverage pursuant to Article 22 of the Agreement between the “Board” and the “Association”:

**PLAN**

- State Partnership Plan 2.0
- No coverage

**COVERAGE**

- Individual
- Two Person
- Family

For the coming year, July 1, 20\_\_\_\_\_to June 30, 20\_\_\_\_\_, I elect the following health insurance plan:

**PLAN**

- State Partnership Plan 2.0
  - State Partnership Plan 2.0
  - No coverage

**COVERAGE**

- Individual

- Access Managed Choice (PPO)
- No coverage

- Two Person
- Family

I hereby certify that I am eligible for the election indicated above and authorize the Board to deduct from my paycheck my share of the premium costs, if any, as defined in Article 17 of the Agreement.

\_\_\_\_\_  
Canaan Board of Education  
Employing District

\_\_\_\_\_  
Employee (Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

## **APPENDIX C - QUALIFYING EVENTS**

A qualifying event is a change in an employee's personal life that may impact their eligibility or dependent's eligibility for benefits. As defined by the IRS, employees experiencing a qualifying event can change benefits for one of the following qualifying reasons:

- Marriage
- Birth
- Adoption
- Divorce, legal separation or annulment of an employee's marriage
- Death of a spouse or dependent
- Change in employee's, spouse's or dependent's employment status that affects eligibility under their plan.
- Spouse's employer makes significant changes in coverage of premium costs (30% or greater change).
- Spouse is provided group insurance through employer for the first time.
- Reinstatement of coverage due to non-payment of premium.
- Dependent no longer meets eligibility criteria or becomes ineligible for coverage.
- Court order results in employee gaining or losing custody of a dependent.
- Dependent becomes eligible.
- Coordination of spouse's annual election period.
- Court decree establishes an employee's financial responsibility for a child's medical, dental or other health care.
- Change in public aid recipient status or Medicare status.
- Change in managed care plan due to primary care provider leaving the network