

**AGREEMENT BETWEEN**

**BOARD OF EDUCATION**

**TOWN OF BOLTON**

**and**

**ADMINISTRATIVE ASSISTANTS AND NURSES  
LOCAL 1303-236 OF CONNECTICUT COUNCIL #4**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES  
AFL-CIO**

**JULY 1, 2019 – JUNE 30, 2022**

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MUNICIPAL EMPLOYEES, AFL-CIO**

This Agreement is entered into by and between the Town of Bolton, Board of Education, hereinafter referred to as the "Board" and Local 1303-236 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE I  
RECOGNITION**

**Section 1.0**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wage, hours of employment and other conditions of employment for all full-time administrative assistant employees and full-time registered nurses. Full-time administrative assistant employees shall be defined to mean those employees employed for twenty (20) hours a week and for those employees hired on July 1, 2016 or after (30) hours a week, or more doing clerical or administrative assistant work, excluding high school students employed by the Board of Education, seasonal employees, Payroll/Insurance Coordinator, Accountant, Administrative Secretary to the Superintendent of Schools, and supervisors within the meaning of the Municipal Employees Act, Connecticut General Statutes 7-467a et seq. (the "Act"). Full-time registered nurses shall be defined to mean those employees employed for at least thirty (30) hours a week.

**ARTICLE II  
UNION DUES**

**Section 2.0**

The Union agrees to indemnify and save the Board harmless against any and all costs, including attorneys' fees, arising out of any and all claims, demands, suits or proceedings arising out of or by reason of, any action taken or not taken by the Board in reliance upon the check-off and union security provisions of this Agreement or the correctness of any Union dues or Union service fee deductions authorization furnished by the Union to the Board.

**Section 2.1**

Upon receipt of a signed authorization from the employee involved, the Board shall deduct from the employee's pay the first payroll of each month, such initiation fees and/or dues as the Union shall determine. The Union agrees to hold the Board harmless from damages arising from the making of authorized deductions.

**Section 2.2**

Deductions as provided in Section 2.0 shall be remitted to the Council #4 office of the Union no later than thirty (30) days after such deductions have been made along with a list of employees from whom the deductions have been made.

**Section 2.3**

At least one bulletin board shall be reserved at an available place in each building, to the extent possible, for the use of the Union for notices or announcements.

**Section 2.4**

The Board shall provide an electronic copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time he/she is employed. The Council #4 Office shall be supplied with five (5) signed contracts at the time of signing.

**Section 2.5**

The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation. The Union must request access to the work location from the building administrator prior to entry. Permission for access to the work location will be granted within reason so that such access shall not interfere with the work process, safety, or security of the work location. The Union shall not meet with employees while on duty.

**ARTICLE III  
SENIORITY****Section 3.0**

The Board shall prepare a list of employees showing their seniority in length of continuous service from first day of employment on the basis of twenty (20) hours or more per week, and deliver the same to the Union on December 1st of each year. Unless the Union files a grievance concerning the list in writing within 30 days following receipt of the list, the list will be presumed to be correct for all purposes of this contract. Upon completion of this probationary period (as defined in Section 3.1), new employees shall be added to this list. Seasonal employees, high school students and temporary help are excluded from the provisions of this Agreement. Temporary help is defined as employees hired on a temporary basis.

**Section 3.1**

New employees hired to fill a vacancy or new position, and current employees hired to fill a new position shall serve a probationary period and shall have no seniority rights during this period. For new employees the probationary period shall be six (6) calendar months, and current employees shall serve a probationary period of three (3) calendar months. The employees shall be subject to all other provisions of this Agreement, except that if a new employee is terminated during this probationary period, the termination shall not be subject to Articles VIII and IX of the Agreement. All employees who complete the probationary period shall acquire length of service records as of the date of their employment. If a current employee does not satisfactorily complete the probationary period, the employee may return to his/her former position.

### **Section 3.2**

All openings for positions shall be posted in each school office for at least one week before they are filled. Each position opening shall include a description of the job, a statement of qualifications, and the wage scale. In a case where a newly created position and/or promotion is to be filled and, in the Superintendent's opinion, two or more applicants possess equal qualifications and are the best qualified, if one of these is already employed in the Bolton School System, then said employee shall be shown preference in filling the position.

### **Section 3.3**

In the event a reduction in force is necessary, the Board of Education shall determine which position(s) shall be eliminated. Layoffs shall take effect within job classifications as follows:

- (a) probationary employees;
- (b) the employee with the least seniority first.

The Superintendent of Schools shall give written notice to the Union and employees to be affected at least fourteen (14) calendar days prior to the effective date thereof.

### **Section 3.4**

If a vacancy occurs in which there has been a layoff in the preceding one (1) year, no new employees will be hired until the employee (s) laid off from that position has been given an opportunity to return to work in the vacant position. If more than one employee has been laid off from the classification within such one (1) year period, the recall opportunity shall be made available in inverse order of the layoffs, as determined in accordance with the provisions of 3.3 above. Five (5) days written notification to the last known address shall be sufficient notification. If no written reply is received within ten (10) days after the mailing of notification as aforesaid, the employee shall forfeit all recall rights under this Section. Returning employees, under this Section, must return to work within twenty-one (21) calendar days from the date of the mailing of the notification.

- (a) The provisions of Section 3.4 shall not apply to emergencies, the use of temporary help, or temporary replacements pending the return of any employee who has been recalled from a layoff.

## **ARTICLE IV HOURS OF WORK AND OVERTIME**

### **I. Administrative Assistants**

#### **Section 4.0**

The regular hours of employment shall be a maximum of 37.5 hours per week for administrative assistants at the high school, a maximum of 37.5 hours per week for administrative assistants at the elementary school, and a maximum of 35 hours per week for the Central Office administrative assistants, divided equally over five (5) working days as scheduled by the Board between 7:00 A.M. and 5:00 P.M., Monday through Friday.

**Section 4.1**

- (a) Time and one-half shall be paid for all work performed in excess of forty (40) hours in any one (1) week and all work performed on Saturdays.
- (b) Double time shall be paid for all work performed on Sundays.
- (c) Double time shall be paid for all work performed on holidays.

**Section 4.2**

All overtime work shall be divided as equally as possible among administrative assistants within their respective schools with weekend work given on a rotating basis.

**Section 4.3**

An administrative assistant called into work at a time not contiguous with his/her regular schedule for emergency situations shall be paid a minimum of two (2) hours at his/her applicable time rate. He/she shall be paid double his/her regular hourly rate if the call-in is on Sundays or holidays.

**Section 4.4**

Ten-month administrative assistants shall commence work five working days prior to the opening of school at the end of summer; shall work all the days of the school year as established by the Board; and shall work five working days after the last day of the school year, subject to any and all other provisions contained in the Agreement. Any additional days worked by the ten-month administrative assistant shall be as mutually agreed to by the administrative assistant and the Board (or its properly authorized delegate); shall be compensated for according to all the other terms of the Agreement; and shall in no way affect, adversely or otherwise, the status of the person as a ten-month administrative assistant.

Eleven-month administrative assistants shall work eleven months in the fiscal year. Eleven-month administrative assistants' work year will be as per ten-month administrative assistants plus an additional twenty-five (25) days, ten (10) of which can be used during the school year. The days of work shall be scheduled by mutual agreement between the Superintendent of Schools and/or his/her designee.

All new hires additional days as stated above shall be pro-rated based on their date of hire.

Twelve-month administrative assistants shall work the year around (July 1 through June 30) subject to the provisions contained elsewhere in this Agreement regarding such items as vacation, holidays, etc. Their normal work week shall be five days (Monday through Friday), regardless of school vacation schedules, but subject to the referenced appropriate provisions of this Agreement.

**Section 4.5**

Each administrative assistant will have a thirty (30) minute duty free lunch period. Since the lunch period will be duty free, she/he will not be paid for said time.

**Section 4.6**

One bargaining unit administrative assistant involved in negotiations will be allowed time during work hours for such responsibility, if negotiations cannot be arranged outside of work hours.

**Section 4.7**

No office personnel shall be required to report to work at the usual time when the schools are closed because of hazardous road conditions or other emergencies.

**Section 4.8**

The hours of work for office personnel on those days prior to holidays or vacations when teaching staff and students are released early shall be set at the discretion of the Superintendent of Schools.

**Section 4.9**

If teachers are dismissed early due to weather conditions, secretaries may be dismissed early at the discretion of the Superintendent of Schools.

**Section 4.10**

Each administrative assistant will receive two (2) paid ten-minute breaks per day. One break will be in the morning and one in the afternoon.

**II. Nurses**

**Section 4.11**

Full-time registered nurses shall work from 7:30 A.M. to 3:30 P.M. at Bolton Center School and 7:30 A.M. to 2:30 P.M. at Bolton High School with a thirty (30) minute paid lunch. Nurses are expected to be available for medical and student emergencies during their lunch period.

**Section 4.12**

Should nurses work more than forty (40) hours in a week, they will be paid overtime at a rate of time and a half of their calculated per diem hourly rate.

**Section 4.13**

The work year for full-time registered nurses shall be per the school calendar as approved by the Board of Education. Nurses will be expected to work the student school year plus five work days prior to the start of the school year. Nurses will work a full work day on early release professional development days. The Nurse Team Leader will work two (2) days beyond the 186 days and will receive an additional \$500 to fulfill the responsibilities. The work schedule for nurses will be determined by the Director of Student Support Services.

**Section 4.14**

If school is closed early due to weather conditions, nurses may be dismissed early at the discretion of the Superintendent of Schools.

**Section 4.15**

Nurses employed in the health room during the summer for the district's summer school program shall be paid on a per diem basis of their wage rate.

## **ARTICLE V HOLIDAYS**

### **I. Administrative Assistants**

#### **Section 5.0**

The Board and the Union agree to the observance of the following holidays off with full pay:

New Year's Day	Labor Day (if school is in session)
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
	Floater (a)

- (a) The floating holiday must be approved 24 hours in advance by the principal or his/her designee and not cause a hardship for the school system. The floating holiday will not be taken the day before or the day after a school vacation.
- (b) Should school be in session on a holiday, as set forth above, it shall be a regular work day for administrative assistants. In that event, administrative assistants shall receive a floating holiday in exchange for the holiday worked.

#### **Section 5.1**

Holidays falling on Saturday or Sunday will be celebrated according to state law.

#### **Section 5.2**

When a holiday occurs during the scheduled vacation period of an administrative assistant, the administrative assistant will be granted an additional day off at a time mutually agreeable to the Superintendent or his designee and the administrative assistant.

### **II. Nurses**

#### **Section 5.3**

Full-time registered nurses will receive one paid holiday, to be determined by the Superintendent of Schools.

## **ARTICLE VI VACATIONS**

#### **Section 6.0**

Full-time twelve-month administrative assistants shall be given vacation at their base rate of pay on the following basis:

- (a) Administrative assistants hired prior to January 1 who have completed six (6) months of service = one week vacation (5 working days)
- (b) Administrative assistants having completed 1 through 5 years of employment = two weeks vacation (10 working days)



- (c) Administrative assistants having completed 6 through 10 years of employment = three weeks vacation (15 working days)
- (d) Administrative assistants having completed over 11 years of employment = four weeks vacation (20 working days)

Administrative assistants regularly scheduled to work fewer than twelve (12) months per year shall receive five (5) paid vacation days per year which may be used anytime during the school year with the Superintendent's or designee's approval.

### **Section 6.1**

For all twelve month administrative assistants the vacation period will be set by mutual agreement between the Superintendent or his/her designee and the administrative assistant except that seniority shall govern preference. Except as permitted by the Superintendent or his designee, vacations shall not be taken during the student school year.

### **Section 6.2**

- (a) Pro rata accumulated annual vacation pay shall be granted to an administrative assistant in the event he/she retires or resigns from employment with the Board, provided fourteen (14) days notice has been given in writing to the Board.
- (b) In the event of the death of an administrative assistant, his/her pro rata accumulated vacation pay shall be paid to the beneficiary designated by the administrative assistant in writing on a form provided for this purpose that shall be retained in his/her folder, or in the absence of such designation, to the administrative assistant's estate.
- (c) Section 6.2 above shall apply in the event of termination in good standing.

### **Section 6.3**

Vacation shall not be cumulative from year to year. Exceptions may be made upon request to the administrative assistant's direct supervisor and approval by the Superintendent of Schools.

### **Section 6.4**

If a twelve-month administrative assistant is required to work any part or all of his/her vacation, he/she will be allowed to use the vacation time at another time at the administrative assistant's discretion with the Superintendent's or designee's approval.

## **ARTICLE VII LEAVES**

### **Section 7.0**

For current administrative assistants (hired prior to 6/30/99):

- (a) Sick leave for twelve-month administrative assistants will be granted on the basis of twenty (20) days per year maximum, prorated at two (2) days per month accumulative to one hundred forty (140) days.
- (b) Ten-month administrative assistants shall accrue paid sick leave at the rate of 1.6 days per month (16 days per year), accumulative to a maximum of one hundred twenty (120) days.

- (c) Administrative assistants who work more than ten (10) months but less than twelve (12) months, shall accrue paid sick leave at the rate of 1.6 days per month (rounded off to 18 days per year), accumulative to a maximum of one hundred thirty (130) days.

For all administrative assistants hired after 7/1/99, the following language will apply:

- (a) Sick leave for twelve-month administrative assistants will be granted on the basis of fifteen (15) days per year maximum, prorated at 1.25 days per month accumulative to one hundred forty (140) days.
- (b) Ten-month administrative assistants shall accrue paid sick leave at the rate of 1.2 days per month (12 days per year), accumulative to a maximum of one hundred twenty (120) days.
- (c) Administrative assistants who work more than ten (10) months but less than twelve (12) months, shall accrue paid sick leave at the rate of 1.25 days per month (rounded off to 14 days per year), accumulative to a maximum of one hundred twenty (120) days.

Full-time registered nurses shall be eligible for fifteen (15) paid sick days annually, cumulative to a total not to exceed 100 days.

### **Section 7.1**

Sick leave may be used in the following cases:

- (a) Personal illness or physical incapacity due to illness or disability.
- (b) Enforced quarantine of the employee in accordance with community health regulations.
- (c) Illness of any member of the employee's immediate family or member of employee's household, on an emergency basis only for the first two days-of said illness. A third day may be approved by the Superintendent.
- (d) Up to eight (8) days may be used for the care of an ill parent, child, spouse or member of the employees household.
- (e) For administrative assistants, the Superintendent of Schools may request a doctor's certificate after three (3) consecutive working days of absence. In addition, the first time an administrative assistant is suspected of sick leave abuse, he or she shall receive written notification detailing the reasons for such suspicion. At the administrative assistant's request, a meeting will be held to discuss the alleged abuse of sick leave. Thereafter, if an administrative assistant is subsequently suspected of sick leave abuse, he or she shall be subject to the disciplinary process, unless the administrative assistant provides a physician's certificate excusing the administrative assistant's absence(s). Suspicion of sick leave abuse shall be defined to include, but is not limited to, the regular use of sick days to extend holidays, vacation leave, personal days or weekends. Nothing in this language prevents the discipline of an administrative assistant for abuse of sick leave, even without prior written notification, if the administration has evidence of such abuse or misuse of sick leave.
- (f) For full-time registered nurses, the Superintendent of Schools may require a doctor's certification for his/her absences in the event of absence for five (5) consecutive workdays.

## Section 7.2

### Personal Leave

- (a) Employees shall be entitled to five (5) days of personal leave annually, which shall not be cumulative. The Board has delegated to the Superintendent of Schools the responsibility for the administration of such requests as may from time to time occur.
- (b) Application for such leave shall be made through the Superintendent of Schools or his/her designee at least twenty-four (24) hours before the requested day of leave (except in emergencies).
- (c) Except in the cases of extreme hardship or disability to the school system, personal leave for administrative assistant employees will be granted for the following:
  - 1. legal reasons;
  - 2. marriage (self, children, siblings of self or spouse, wards and parents);
  - 3. illness in immediate family (living in same household) requiring presence of employee;
  - 4. doctor or dentist appointment when such appointment cannot be made out of work time;
  - 5. death in family or attendance at funerals;
  - 6. religious holidays and graduation exercises;
  - 7. birth of child in immediate family;
  - 8. pressing personal business not mentioned above, if determined solely by the Superintendent;
  - 9. two (2) unspecified days per year, which shall not be used the day before or the day after a school vacation.
- (d) Except in the cases of extreme hardship or disability to the school system, personal leave for full-time registered nurses will be granted for the following:
  - 1. legal reasons;
  - 2. marriage (self, children, siblings of self or spouse, and parents);
  - 3. illness in immediate family (living in the same household) requiring employee's presence;
  - 4. doctor or dentist appointment for yourself when such appointment cannot be made out of school time;
  - 5. attendance at the funeral of a non-family member;
  - 6. graduation exercises;
  - 7. birth of child in immediate family;
  - 8. one of these days may be for an unspecified reason of an emergency or personal nature.

The allowance of these days shall not apply to the last day of school prior to a holiday or vacation, or the first day of school after a holiday or vacation, unless permission is given by the Superintendent.
- (e) The Superintendent in his/her discretion may approve absence for personal reasons in excess of the number of days allowable, and such absence may result in a deduction of the equivalent of one day's salary.

### **Section 7.3**

Employees shall notify the Superintendent or his/her designee in writing not later than three (3) calendar days following receipt of notice of jury duty. Such employees shall be granted paid jury duty leave for the duration of the jury duty and shall then be compensated the difference between fees paid for jury duty service excluding mileage and their normal pay based upon regularly scheduled hours of work excluding overtime. This leave shall not be deducted from sick leave or from personal days.

### **Section 7.4**

If any provision of this Agreement is inconsistent with the provisions of any applicable family and medical leave statute, the provisions of the statute shall be controlling.

### **Section 7.5**

For administrative assistants hired prior to July 1, 2013, upon an administrative assistant's retirement at or after age 60, or upon death, and provided that the administrative assistant has completed at least five (5) years of continuous service in the Bolton School System, an administrative assistant, the administrative assistant's designated beneficiary, or in the absence of one, his/her estate shall receive payment for accumulated sick leave based on the following formula:

- (a) At the rate of five (5) days per year, not to exceed sixty five (65) days.
- (b) The dollar value of the allowance will be based on the administrative assistant's salary at the time of retirement or death.

For administrative assistants hired after July 1, 2013, upon an administrative assistant's retirement at or after age 60, or upon death, and provided that the administrative assistant has completed at least ten (10) years of continuous service in the Bolton School System, an administrative assistant, the administrative assistant's designated beneficiary, or in the absence of one, his/her estate shall receive payment for accumulated sick leave based on the following formula:

- (c) At the rate of five (5) days per year, not to exceed forty (40) days.
- (d) The dollar value of the allowance will be based on the administrative assistant's salary at the time of retirement or death.
- (e) To be eligible for the sick leave payout under a. above, an administrative assistant shall notify the Board in writing no later than December 15 of the fiscal year prior to the effective date of retirement. Should such notice be provided by such date, the stipend shall be paid either at the end of that fiscal year or in the first month of the next fiscal year following the retirement. In exceptional cases, the Superintendent of Schools or his/her designee may waive the time line requirement.

Employees hired after June 30, 2019 shall not be eligible for sick leave payout.

Full-time registered nurses, upon retirement at or after the age of fifty-five (55), or upon death, and with a minimum of ten (10) years of service, a registered nurse, the registered nurse's designated beneficiary, or in the absence of one, his/her estate shall receive payment for accumulated sick leave at a rate of three (3) days per year, not to exceed fifty (50) days. Employees hired after June 30, 2019 shall not be eligible for this benefit.

## **Section 7.6**

### **Bereavement Leave**

Employees shall be entitled to five (5) school days leave of absence with pay, in the event of the death of a spouse, child/step child, parent(s), step parent(s), brother and sister, step brother, step sister, or a member of the employee's household. Employees shall be entitled to three (3) school days leave of absence with pay, in the event of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

## **Section 8.0**

### **Definitions**

- (a) For the purpose of this Agreement, the term "grievance" means a complaint that there has been a misapplication, misinterpretation, or violation of a specific provision of this Agreement.
- (b) The term "days" means business days.
- (c) "Grievant" means an employee, group of employees, or the Union.
- (d) Time limits: In order to expedite the processing of grievances under this Article, each time limit shall be considered a maximum. All grievances shall be filed in writing at Step 2 within fifteen (15) days after the event or occurrence giving rise to the grievance. Any grievance not filed and pursued within the time limits specified in this Article shall be deemed waived. Failure to respond at any step shall be deemed denial of the grievance and shall enable the grievant to proceed to the next step.

## **Section 8.1**

Any such grievance shall be settled in accordance with the following grievance procedure:

- (a) Step 1 - The grievant and/or his/her steward or representative shall submit the grievance to the immediate supervisor in writing within ten (10) work days after the aggrieving action in an effort to get the grievance resolved informally.
- (b) Step 2 - If the grievance is not resolved within five (5) days at Step 1, and in any event no later than fifteen (15) days after the event or occurrence giving rise to the grievance, this grievance shall be reduced to writing and submitted to the Superintendent of Schools. The Superintendent shall respond to the Union in writing within ten (10) days following receipt of the grievance.
- (c) Step 3 - The grievant may submit the grievance to the Board of Education within ten (10) days after receipt of the Superintendent's response. Within fifteen (15) days following receipt, the Board or a designated sub-committee of the Board, shall conduct a hearing on the grievance. The Board shall render its decision within fifteen (15) days after the hearing.
- (d) Step 4 - The Union may submit the grievance to arbitration by requesting arbitration, in writing, to the Board within thirty (30) days after the Board of Education decision at Step 3. The Board shall have the right to submit the grievance to the American Arbitration Association (AAA) at the Board's expense. If the Board does not elect to submit the grievance to the AAA, it shall notify the Union. The Union shall then have the right,

within ten (10) days of the Board's notification, to submit the grievance to the State Board of Mediation and Arbitration. The parties shall share the costs of arbitration if the grievance is submitted to the Connecticut State Board of Mediation and Arbitration. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall not have the power to add to, delete, amend, or alter the terms of this Agreement. The arbitrator may consider only one grievance in each case.

**Section 8.2**

The grievant may handle his/her own grievance if he/she desires at Steps One to Three, but no settlement shall be made that is contrary to any of the terms of this Agreement.

**Section 8.3**

The Board shall allow the aggrieved employee(s) and Union Steward the necessary time off without loss of pay to resolve any such grievance.

**Section 8.4**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, until said grievance is resolved.

**ARTICLE IX  
EVALUATION AND DISCIPLINARY ACTION**

**Section 9.0**

Evaluation

Full-time registered nurses will be evaluated by the Director of HR and Student Support Services.

**Section 9.1**

Disciplinary Action

The Board will discipline for just cause which includes progressive discipline. Depending on the severity of the offense and disciplinary history, this may include the following steps:

1. Verbal warnings
2. Written warning
3. Suspension
4. Termination

Copies of all actions taken under this Article shall be given to the Union President.

**ARTICLE X  
INSURANCE**

**Section 10.0**

The Board will provide insurance coverage for each eligible full-time employee through the HSA Plan.

Nurses shall receive the health and dental plan negotiated for all other members of the bargaining unit, at the same premium cost share as other employees.

(a) The Health Savings Account (HSA) plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,500/\$5,000	
Co-insurance	N/A	20% after deductible up to the co-insurance maximum
Out-of-pocket maximum (individual/aggregate family)	\$5,000/\$10,000	
Lifetime maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	\$5/25/40 after deductible MAC B	\$5/25/40 after deductible MAC B

- (b) Effective July 1, 2016 and each year thereafter during the duration of this Agreement, The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. The Board's contribution toward the HSA deductible will be deposited in the HSA accounts in two equal installments on the first payroll date in September and January of the applicable year. The parties acknowledge that the Board's contribution in each year toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrative assistants. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.
- (c) The employee premium share for the Health Savings Account Plan hereinabove, shall be fifteen and one-half percent (15.5%) for each year of the Agreement.
- (d) In addition to the health insurance benefits described above, the Board will maintain dental coverage with a premium cost share of 16% for the duration of the contract through the Dental Plan including Dental Riders A and B in effect during the 1998-99 contract.

**Section 10.1**

The Board agrees to assume full premium cost of a \$50,000 face value term life insurance policy for all employees under this Agreement after completion of the probationary period, such insurance to be subject to terms and conditions set forth by the carrier.

**Section 10.2**

The Board reserves the right to change insurance carriers or underwriters provided comparable coverage and benefits are offered.

**Section 10.3**

The Board shall maintain a Section 125 Plan (as permitted by law) for the purpose of permitting the administrative assistants to make such premium contributions on a pre-tax basis.

**Section 10.4**

All insurances described in Sections 10.0 and 10.1 become effective the first day of the month following the execution date of this Agreement.

**Section 10.4**

Should any Federal statute or regulation be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to the contractually agreed upon insurance plan, the parties agree to commence mid-term negotiations to address the excise tax in accordance with MERA. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design and premium cost share.

**ARTICLE XI  
PENSION**

**Section 11.0**

Employees covered by this Agreement may participate in the Board of Education Retirement Account. During the life of this contract (2019-2022), the Board will contribute the equivalent of six percent (6%) of each employee's gross income at no cost to the employee, to this plan.

Participation in the plan or payment in lieu thereof will be governed by the following rules:

- (a) Participation is subject to all the terms and conditions of the plan as stated in the applicable annuity policy.
- (b) Contributions will be submitted to the Plan by the Board on each payroll.
- (c) Each new employee hired will become eligible to participate in the plan effective the third payroll of employment. The Superintendent of Schools (or his/her designee) will hold an orientation meeting with each new employee to explain the operation of the plan.



**ARTICLE XII  
SAVINGS CLAUSE**

**Section 12.0**

If any provision of this contract is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute section shall be subject to appropriate consultation with the Union. In the event that any provision of this contract is, or at any time shall be, contrary to law, such provisions shall be severed from this Agreement, and all other provisions shall continue in full force and effect.

**ARTICLE XIII  
SAFETY AND HEALTH**

**Section 13.0**

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

**ARTICLE XIV  
WAGE SCALE**

**Section 14.0**

The wage scale is attached hereto as Appendix A.

**Section 14.1**

New employees may be placed upon a step of the wage scale depending at the discretion of the Board.

**Section 14.2 - Pay Days**

Paychecks will be issued via direct deposit. Direct deposit vouchers are posted on the employee portal. Each paycheck will be determined by the total hours worked yearly, times the hourly rate, divided by the number of pay days as per pay schedule. Any necessary payroll deduction and or adjustment will be made on the employee's paycheck as close to the date as possible which necessitates the adjustment.

**Section 14.3 - Longevity**

Administrative assistants hired prior to the date of signing of the 1997-99 contract shall receive longevity remuneration, in addition to their regular salary, as recognition of full-time continuous service in the Bolton School System on the following basis:

- (a) \$600 each year starting with the 10th year of full-time continuous service with the Bolton School System.
- (b) \$850.00 each year starting with the 15th year of full-time continuous service in the Bolton School System.
- (c) \$1,000 each year starting with the 20<sup>th</sup> year of full-time continuous service in the Bolton School System.

- (d) Remuneration shall be made in one lump sum payment on the 9th and 14th anniversaries from the administrative assistant's date of employment.

## **ARTICLE XV MANAGEMENT'S RIGHTS**

### **Section 15.0**

Subject to the provisions of this Agreement, the Board of Education and the Superintendent of Schools reserve and retain all rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the school and its professional staff. Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the school in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands and other property used for school purposes; to employ, assign and transfer employees, to discipline, suspend or dismiss employees for just cause; to prescribe rules for the management, studies and discipline with the school; to determine the textbooks and other instructional equipment to be used; to prepare budgets and, in its sole discretion, expend monies appropriated by the legislature or derived from other sources for the operation of the school district; and to establish, change, and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement.

## **ARTICLE XVI NO STRIKE**

### **Section 16.0**

The Union and the employees agree, individually and collectively, that it or they will not authorize, condone, instigate or sanction any strike, sympathy strike, work slowdown, concerted refusal to render services or other interference with the orderly conduct of the Bolton Public Schools. The Board agrees that there shall be no lockout of bargaining unit employees during the life of this Agreement or any extensions hereof.

## **ARTICLE XVII DURATION**

### **Section 17.0**

This contract shall become effective July 1, 2019 and shall remain in effect until June 30, 2022 and from year to year thereafter unless either party notifies the other no later than one hundred and twenty (120) days prior to the expiration date above that it wishes to modify or change this agreement in any manner.

**Section 17.1**

This Agreement contains the complete agreement of the parties on all matters subject to negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement. This Agreement may not be modified except in writing signed by both parties.

IN WITNESS THEREOF, THE PARTIES have set their hand this \_\_\_\_\_ day of June, 2019.

FOR THE BOARD

FOR LOCAL 1303-236  
AFSCME COUNCIL 4

FOR THE BOARD

FOR THE UNION

Elizabeth Krupp  
(Board Chair)

Judith A. Hammett  
(President)  
Cindy Cavallaro  
(Vice-President)

\_\_\_\_\_  
(Negotiating Team)

\_\_\_\_\_  
(Negotiating Team)

Debra A. Mangus  
(Negotiating Team)

\_\_\_\_\_  
(Staff Rep. AFSCME Council 4)

6/12/19  
Date

\_\_\_\_\_  
Date

**APPENDIX A WAGE SCALE**

<b>Old Step #</b>	<b>New Step #</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
		2.00% All Steps No Step	1.00% below top 2.00% at top Step	1.00% below top 2.00% at top Step
2				
3				
4	1	21.82	22.04	22.26
5	2	22.23	22.45	22.67
6	3	22.48	22.70	22.93
7	4	22.94	23.17	23.4
8	5	23.38	23.61	23.85
9	6	23.89	24.13	24.37
10	7	24.59	24.84	25.09
11	8	24.87	25.12	25.37
12	9	25.13	25.38	25.63
13	10	25.68	26.19	26.71

Effective July 1, 2019, the two administrative assistants on Step 8 on the 2018-19 schedule will move to Step 6 on the 2019-20 schedule. All other administrative assistants shall move to the new step number that corresponds to the same step they are on in 2018-19.

Effective July 1, 2020 and July 1, 2021, all employees not at the top step of the schedule shall advance one step.

Effective July 1, 2019, July 1, 2020 and July 1, 2021 each nurse shall receive a 2% increase to their prior years' hourly rate.