

WORKING AGREEMENT

between

SALEM BOARD OF EDUCATION

and

**LOCAL 1303-349 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO**

JULY 1, 2024 - JUNE 30, 2027

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THE SALEM BOARD OF EDUCATION
and
LOCAL 1303-349 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

This agreement is entered into by and between the Salem Board of Education, hereinafter referred to as "the Board" and Local 1303-349 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 matters of wages, hours, and other conditions of employment, within the meaning of the Municipal Employees Relations Act for all non-certified aides, tutors, secretaries/administrative assistants and custodians excluding the Executive Assistant to the Superintendent, the Administrative Assistant to the Director of Student Services, the Board's Clerk, less than twenty (20) hour per week employees and all others excluded by the Act, in accordance with SBLR Case No. ME-16,682; Dec. No. 3264 (1/6/95).

ARTICLE II
PAYROLL DEDUCTIONS

Section 2.0

The Board agrees to deduct from the pay of all its employees, who individually and voluntarily authorize such deductions from their wages, such membership dues or service fees as specified by the Union. Deductions will be made each pay period once authorization is given to the Board's finance office. Such deductions shall continue unless the Board is notified in writing by AFSCME Council 4 that the employee is no longer a member. AFSCME Council 4 reserves the right to modify or replace any such authorization.

Section 2.1

The Union will be given an initial list of employees by name, and the dues or service fee to be deducted, pursuant to the employee's authorization. A revised list will be provided within fifteen (15) days of any change.

Section 2.2

The Union agrees to indemnify and hold the Board harmless from any and all damages and liabilities, including the Board's reasonable attorney's fees, which may be sustained or which may arise as a result of making the dues deductions called for in this section and any other deductions provided for by any provision of this agreement.

Section 2.3

Employees will be paid bi-weekly. The Board directly shall deposit the employee's pay to a bank account designated by the employee.

Section 2.3

All new hires which are represented by the bargaining unit, within fifteen (15) days of their start date, shall be released from work, for one (1) one hour without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

ARTICLE III SENIORITY, LAYOFF AND RECALL

Section 3.0

- A. Seniority shall be defined as any employee's continuous service with the Board. Seniority shall not accrue during leaves of absence of greater than 12 weeks duration, but service rendered prior to a leave shall be retained.
- B. The Board shall prepare a seniority list of all employees covered by this Agreement showing their seniority as of June 30th of each year. Said seniority lists shall be delivered to the Union president by September 1st of each year.

Section 3.1

Four (4) separate seniority lists shall be established as follows: for purposes of layoff and vacation selection:

- a. Custodial
- b. Paraeducators
- c. Clerical/Secretarial
- d. Tutors

Section 3.2

Layoffs shall take place as follows: Within each category as specified in Section 3.1 above, the employee with the least amount of seniority shall be laid off first. However, seniority may not be the

controlling factor if the Board can demonstrate the need for special skills and qualifications in a particular position that cannot be obtained by the more senior employee in time to be effective for a specific student. If such a need arises the Board will discuss with the Union prior to implementation.

Section 3.3

- A. Laid off employees shall be placed on a recall list for a period of one (1) year if they were employed for at least ninety (90) work days. Employees shall be recalled in reverse order of layoff within each of the four (4) seniority classification lists. In accordance with Section 3.2, above, seniority may not be the controlling factor in recall from layoff if special skills and qualifications exist for a particular position, as set forth above. No new employees will be hired into any classification for which there exists an active recall list.
- B. The Superintendent must receive written acceptance of recall within five working days after notification of recall is sent by certified mail, return receipt requested to the employee's last known address. It is the employee's sole responsibility to provide the Superintendent's office with his/her current address, in writing, while on the recall list.
- C. Refusal to accept recall for any reason will cause such employee's name to be stricken from the recall list.
- D. Any recalled employee must start work within one week after acceptance of recall, unless otherwise agreed to by the Superintendent.

ARTICLE IV VACANCIES, PROMOTIONS AND TRANSFERS

Section 4.0

All bargaining unit job vacancies shall be posted in the Salem School Staff Lounge(s) with preference given to bargaining unit members. Job openings shall be filled based upon the qualifications of the applicants and the needs of the District, as determined by the Superintendent in his/her sole discretion. In the event qualifications are deemed by the Superintendent to be equal, unless the needs of the system conflict, the employee with the greater seniority shall be appointed.

Section 4.1

For purposes of this Article, "vacancy" shall mean a position which is open as a result of death, retirement, discharge, resignation, or the creation of a new position.

Section 4.2

Copies of job postings, a list of bargaining unit members applying for the job, and the name of the person appointed shall be sent to the Local Union president at the time of appointment.

Section 4.3

An employee promoted to a higher classification shall be placed at his/her current step in the higher classification pay schedule.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.0

- A. Employees shall be paid at time and one-half for all hours worked beyond forty (40) hours in any one work week, including paid leave time.
- B. The work day for tutors and paraeducators shall be six and one-half (6.5) hours, from 8:30 a.m. to 3:30 p.m. with a one-half (1/2) hour break for lunch.

Section 5.1

Time and one-half shall be paid for all work performed on holidays.

Section 5.2 - Custodians and Maintenance

- A. Monday through Friday shall constitute a normal work week. However, in furtherance of the operation of the schools the Superintendent may require a work week to begin on a day other than a Monday. Any assignment with a work schedule that includes a Saturday or a Sunday as a regular work day will be paid on the basis of the regular salary schedule. As part of their regular work week for day shift employees, employees may be required to work at all Board job sites and tasks (and at Town Hall and the Town Library, at the discretion of the Board). Custodians and maintenance workers shall be notified in writing of their work schedules for the ensuing school year by June 1. Any such employee whose schedule is to be changed shall be notified in writing and subsequently consulted prior to making the change. The employee shall be given an opportunity to express his/her opinion regarding the new assignment. Nothing herein shall be deemed to affect any rights and obligations of the parties under the Municipal Employee Relations Act.
- B. When required, custodial extra work time shall be offered on an equalized rotational basis, to the extent practical. Members of the custodial staff shall be offered the extra work time by seniority first on a rotational basis to the extent practical. Employees electing not to work extra work time shall be treated as though they worked the time for purposes of maintaining the equalized rotational basis.

Section 5.3 - Secretaries, Clerks, Paraeducators and Tutors

Storm Days/Emergencies - On days when a scheduled student school day is called off, all full-time year-round secretaries, clerks, maintenance and custodians (but not tutors and paraeducators) are expected to come to work and complete their full shift upon their arrival unless otherwise notified by the Superintendent. Secretaries, clerks, maintenance and custodians may use a personal or vacation day when they do not come in to work on a day on which school is called off. The Superintendent retains the discretion to require an employee to work in the event of an emergency.

Custodians required to perform snow removal will be permitted to leave after snow removal has been completed and will be paid for the full shift without loss of personal time (minimum of 6 hours of work performed).

Section 5.3a

On early dismissal days due to inclement weather, or other emergency, school building employees may be allowed to leave early or required to stay late, at the Superintendent’s discretion. Paraeducators and tutors will be compensated for regularly scheduled work time lost because of early dismissal or delayed opening due to inclement weather or other emergency.

Section 5.3b

Any paraeducator or tutor who stays past the end of the school day will be paid for any work with students that is permitted by the school administration. Aids and tutors will be given a thirty-minute duty free lunch. Any direction given by the school administration in this period will result in a paid lunch.

**ARTICLE VI
CALL-IN-PAY**

Section 6.0

With the authorization of the Superintendent or his/her designee, any employee called back to work after his/her regular working day shall be paid no less than a minimum of two hours of pay. However, an employee shall not be entitled to call back pay (or any additional compensation besides his/her regular rate of pay) for attending Team training/safety meetings (currently conducted on Fridays between 7:15 pm-8:30 pm).

**ARTICLE VII
INSURANCE AND PENSION**

Section 7.0

- A. Except as restricted by the Board’s insurance carrier(s) all non-probationary employees (See Article XIV, §14.0(B)) are eligible to participate in the Board’s group health and dental insurance plans. The Board of Education will contribute toward the costs of the group insurance benefits for those employees working at least forty hours per week, fifty-two weeks per year (i.e. “full-time” employees), as set forth below in Section 7.0(B).

- B. As of July 1, 2021, the Board shall pay 80% of the cost and the full-time eligible employees will pay 20% of the individual and dependent group health and dental benefits set forth below. As of July 1, 2022, the Board shall pay 79% and the full-time eligible employees will pay 21%. As of July 1, 2023, the Board shall pay 78% and the full-time eligible employees will pay 22%. As of July 1, 2024, the Board shall pay 78% of the cost and the full-time eligible employees will pay 22% of the individual and dependent group health and

dental benefits set forth below. As of July 1, 2025, the Board shall pay 78% and the full-time eligible employees will pay 22%. As of July 1, 2026, the Board shall pay 77% and the full-time eligible employees will pay 23%. Such employee premium contributions (along with any deductibles or co-pays) shall be subject to any limitations under the law.

Section 7.1

A. The group health insurance which the Board will make available to eligible employees is a preferred provider group health insurance plan (“PPO”). The actual plan is available for inspection and is on file in the main office of the Salem Board of Education. Effective July 1, 2021, in-network: the emergency room co-pay is \$150; the urgent care co-pay is \$100; the home/office visit co-pay is \$40; the hospital out-patient, per visit co-pay is \$ 200; the hospital in-patient, per visit co-pay is \$500. Effective July 1, 2021, the prescription drug component of the health insurance will be a three-tier formulary plan with co-pay characteristics as follows: \$10 co-pay for generic; \$30 co-pay for listed brand; and \$45 co-pay for unlisted brand.

The out-of-network features are as follows:

Deductible: \$400/\$800/\$1200
70/30 to \$2000/\$4000/\$6000
OOP Max.: \$2400/\$4800/\$7200

B. In lieu of participating in the plan(s) described in Paragraph A, above, eligible employees may choose to participate in a high deductible health care plan with an HSA with major medical component (individual lifetime maximum of \$1,000,000 out of network, unlimited in network). The above insurance shall be annually subject to a \$2,000 individual/\$4,000 family deductible, co-insurance of 100% in network, 80%/20% out of network in accordance with the general plan description. Drugs: \$5 generic/\$25 listed brand /\$40 non-listed brand co-pay after exhaustion of deductible if in network, 20% coverage if out of network. The Board shall pay for 70% of the full-time eligible employee’s deductible for the employee’s first year participating in the high deductible plan and 50% of the full-time eligible employee’s deductible for the employee’s second and third years participating in said plan. Said deductible funding is to be paid in equal installments, with 1) the first payment for each plan year on or by July 1 and 2) the second payment on or by December 31 of each plan year, unless an employee requests an earlier payment due to a hardship, with consent to provide such an advance on such payment not being unreasonably withheld by the Board.

Notwithstanding, Section 7.0. B, above, premium cost sharing for the high deductible health care plan. Shall be as follows As of July 1, 2021, the Board shall pay 85% of the cost and the full-time eligible employees will pay 15%. As of July 1, 2023, the Board shall pay 82% and the full-time eligible employees will pay 18%.

C. **DENTAL INSURANCE:** The Board will provide each eligible employee with dental insurance according to the provider of record. The actual plan is available for inspection and is on file in the main office of the Salem Board of Education.

Section 7.2

The Board shall have the right to change insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage and administration. The agreement of the union must be obtained before the change could be made. The agreement of the Union will not be unreasonably withheld. Disputes as to the comparability of the coverage are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matter of insurance coverage.

ARTICLE VIII
HOLIDAYS

Section 8.0

- A. All fifty-two week employees shall receive thirteen paid holidays per year to include the following if, and only if, school is not in session on those days. In the event that school is in session on any of the below listed holidays, employees required to work on those days shall be given a replacement holiday.

New Year's Day	Columbus Day
Martin Luther King	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Veterans Day
Independence Day	Christmas Day
Floating holiday (to be designated annually by the Superintendent)	Labor Day
	Good Friday

- B. In the event that a holiday occurs during a twelve-month employee's paid vacation, the employee shall be entitled to an additional vacation day with pay.
- C. If a holiday falls while an employee is on sick leave, he/she shall be paid for the holiday and no deduction shall be made for sick leave.
- D. Paraeducators and tutors, along with the greeter/receptionist and the ten-month school secretary, shall receive the following holidays effective with the 2024-2025 school year: Labor Day, Columbus Day, Thanksgiving, the Day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day and President's Day (for a total of 8 holidays per year). Effective for the 2025-2026 school year, paraeducators and tutors shall receive the following holidays: Labor Day, Columbus Day, Thanksgiving, the Day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day and Memorial Day (for a total of 9 holidays per year). If the school year commences after Labor Day, another holiday shall be substituted for Labor Day, provided it is one of the regularly scheduled holidays listed in Section A, above, and school is not in session.

ARTICLE IX
SICK LEAVE

Section 9.0

- A. All employees who work at least 28 hours per week and at least ten months per year will be entitled to ten paid sick leave days each year. Unused sick leave days may be accumulated from year to year up to a maximum of eighty (80) days as of 7/1/06; eighty-five (85) days as of 7/1/07 and ninety (90) days as of 7/1/08.
- B. Regularly employed part-time employees who work less than 28 hours per week or less than ten months per year will be entitled to five (5) paid sick days each year. Unused sick leave days may be accumulated from year to year up to a maximum of 60.

Section 9.1

In no event shall an employee who has used all his/her sick leave time be paid for any additional absence due to sickness, in accordance with the law.

Section 9.2

Employees will be given notice in September of each year of how many sick leave days they have.

Section 9.3

The Board may require a doctor's note from any employee whose absences due to illness suggest a pattern which may be attributable to misuse of sick leave. The Board will reimburse the employee for any office co-pay that may be charged up to \$25. Employee misuse of sick leave is not permitted and constitutes cause for discipline, up to and including termination. In addition, the Board may require medical certification in accordance with the law.

Section 9.4

Sick leave may be used for medical appointments when the appointments cannot be scheduled outside of work time. Up to five (5) days per year of sick leave may be used for the care of a parent, spouse or child. Sick time may be used in one (1) hour increments.

ARTICLE X
PERSONAL DAYS/OTHER LEAVE

Section 10.0

Employees who work at least 28 hours per week and at least ten months per year will be entitled to three (3) personal days off per year with pay. Personal days may be used in ½ day increments. Personal days cannot be accumulated from year to year. Requests shall be presented to the Superintendent of Schools, with the statement of the reason for the request, at least two (2) full

days in advance, except in cases of emergency. Personal leave is not to be scheduled on a work day before or a work day after a holiday or vacation except as approved by the Superintendent in his or her discretion.

Personal Days may be used only for the following reasons:

1. Illness in the immediate family. Immediate family is defined as including a parent, spouse, child, brother or sister.
2. In the case of an emergency illness in the immediate family as defined in paragraph 1. above for the purpose of making arrangements for necessary medical nursing care.
3. For attendance at graduation ceremonies (high school, college or military) of self, spouse, son or daughter.
4. Religious holidays.
5. For participation in wedding ceremonies.
6. For birth of a child to spouse or time necessary to complete adoption procedures.
7. Moving one's domicile.
8. For legal affairs which cannot be handled normally outside school hours.
9. For warranted travel time for leaves under this article.
10. For other personal or emergency matters which in the opinion of the building administrator or his/her designee cannot be handled normally outside school hours.

Section 10.1

Up to five (5) funeral leave days annually (including the day of the funeral) will be granted with pay for death of a parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law or any other relative domiciled in the employee's household. Said leave will be granted to employees who work at least 28 hours per week and at least ten months per year.

Section 10.2

One (1) day of funeral leave will be granted with pay for each occurrence of death of a brother-in-law, sister-in-law, aunt or uncle. Said leave will be granted to employees who work at least 28 hours per week and at least ten months per year.

Section 10.3

Personnel covered by this agreement who are called to jury duty shall be granted the difference

between jury duty pay and their regular salary and such jury duty is not to be charged against allotted sick leave or personal leave.

Section 10.4

A. An unpaid leave of absence of up to one (1) year for medical, childbearing or adoption, or emergency reasons may be granted to an employee pending recommendation by the Superintendent and approval by the Board of Education. Seniority shall not accrue while the employee is on said unpaid leave which shall be bridged upon returning to a paid status. Insurance benefits will continue during said leave providing the employee pays the monthly group rate cost. Upon completion of said leave, the employee shall be returned to his/her former position or its equivalent, unless the employee is laid off in accordance with Article III, Seniority, Layoff and Recall. The employee's replacement during the leave of absence will be employed on a temporary basis. An employee denied a request for an unpaid leave of absence shall have no recourse to the grievance procedure.

B. Absent any unforeseen circumstances, employees requesting leave shall submit not less than thirty (30) days' written notice of the anticipated date of ending performance of duties.

C. Failure to provide notification of intent to return to the system for the school year following the extended leave shall be considered a resignation and will be so treated. The notification of intent to return shall be made by the end of February in the calendar year in which the employee intends to return to work. Any employee whose leave commences March 1, or after, who intends to return during the following school year, must provide such notification of intent to return prior to the last day of school that school year.

D. In addition to the requirements of subsection C, above, failure to return from the leave of absence upon its expiration shall be considered a resignation and will be so treated.

ARTICLE XI WAGES

Section 11.0

As set forth in Appendix A, all employees in the bargaining unit (except as otherwise provided below), will receive a general wage increase of 2.75% in the first year of the contract; all employees in the bargaining unit will receive a general wage increase of 2.75% in the second year of the contract; and all employees will receive a general wage increase of 2.75% in the third year of the contract. The salary increase takes effect as of July 1st of each work year.

Section 11.1

Secretaries, Paraeducators and Tutors required to attend seminars, meetings and professional days outside of their normal work schedules shall be paid for all hours while attending these functions. Tutors and Paraeducators will have r professional development activities in accordance with the law, as scheduled by the Superintendent.

Section 11.2 -

1. Whenever any tutors are required to by the school administration to cover a class in the absence of a teacher for more than 50% of a school day, they will be entitled to compensation of seventy dollars (\$70.00) for that day in addition to their regular pay.
2. Whenever any paraeducators are required to by the school administration to cover a class in the absence of a teacher for more than 50% of a school day, they will be entitled to compensation of sixty dollars (\$60.00) for that day in addition to their regular pay.

ARTICLE XII
VACATIONS

Section 12.0

Fifty-two (52) week, 40 hour employees will receive vacations in accordance with the following:

Less than year of continuous service	5 days
1-5 years of continuous service:	10 days
6-14 years of continuous service	15 days
15 years and beyond of continuous service	20 days

Section 12.1

In the event of conflicting vacation dates, seniority shall be the determining factor. Vacation schedules are to be approved by the immediate supervisor. Vacation requests shall not be unreasonably denied.

Section 12.2

In the event of the death of an employee, his/her estate shall receive pay for all of the vacation he/she may have had accumulated.

Section 12.3

Accrued but unused vacation pay shall be paid to an employee who permanently retires or who loses his job due to reduction in force, or who leaves employment in good standing, provided that the employee provides the Board at least fifteen (15) days' advance notice of resignation or retirement.

Section 12.4

Fifty-two week employees who work twenty or more hours per week, but less than forty per week, shall be entitled to three days vacation after one year of employment.

Section 12.5

Employees shall be entitled to use vacation in one-half (1/2) day increments.

Section 12.6

In no event shall employees be allowed to carry over unused vacation time from year to year.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 13.0

- A. For purposes of this Article, a grievance shall be defined as an actual dispute arising as a result of the application or interpretation of one or more expressed terms of this Agreement, provided, however, that any matter representing an exercise of management rights pursuant to Article XVII of this Agreement, any matter reserved to the discretion of the Board by the terms of this Agreement, or any matter presented to the Equal Employment Opportunity Commission, the Connecticut Commission on Human Rights and Opportunities, or the Occupational Safety and Health Administration shall not be subject to this grievance procedure nor construed as being grievable. Any matter which occurred or failed to occur prior to, or after the termination of, the date of this Agreement, shall not be subject to arbitration.

 - B. The Board and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, no grievance may be commenced more than fourteen calendar days after the occurrence of the incident or event upon which the grievance is based, or after the grieving party knew or should have known (through the exercise of reasonable diligence) of such occurrence. For this purpose, the knowledge of any employee involved or the knowledge of a Union officer or official shall be deemed knowledge of the grieving party. For purposes of this grievance procedure there shall be no such thing as a continuing grievance. In other words, once an incident or event has occurred, and the grieving party or the Union knew or should have known of the event but did not bring a grievance within the required fourteen calendar days, such grievance shall be deemed to have been waived. The repetition of such incident or event shall not give rise to a separate grievance or grievances.

 - C. All grievances shall be handled in accordance with the grievance procedure set forth herein. References to periods of days in this paragraph shall include Saturdays, Sundays and holidays.
- Step 1: The employee or the union shall present a grievance through the union to the employee's immediate supervisor, in person. A representative of the union may accompany the employee in any meeting with the immediate supervisor or other representative of the Board of Education. If the immediate supervisor cannot make an immediate resolution satisfactory to both parties, the union shall prepare a written statement of the grievance and shall submit such statement to the Superintendent of Schools. The written statement shall specify the article(s) and paragraph(s) of this

Agreement under which the grievance arises. The date of submission of the written statement to the Superintendent shall constitute the commencement date of the grievance. The Superintendent shall, within ten work days after receipt of the statement, attempt to settle or adjust the grievance. If a satisfactory settlement or adjustment cannot be reached within that time period, the Superintendent shall submit a written decision regarding the grievance to the union.

Step 2: If the grievance is not resolved as a result of the written decision of the Superintendent, the union may, within ten work days after receipt of the Superintendent's written decision, submit in writing an appeal of the grievance to the Board of Education. Within thirty days from receipt of a written notice of intent to appeal to this level of the grievance procedure, the Board of Education shall, either as a whole or by committee, meet and attempt to settle or adjust the grievance. If a satisfactory settlement or adjustment cannot be reached within those thirty days, the Board, through a designated representative or through the Superintendent's office, shall submit a written decision regarding the grievance to the union.

Step 3: If the grievance is not resolved as a result of the written decision by the Board of Education, the union may, by written notice to the Superintendent, within five days after receipt of the Board's decision, submit the grievance to arbitration.

a: The grievance shall be submitted to the Connecticut State Board of Mediation and Arbitration.

b: The decision of the arbitrator shall be final and binding on both parties.

- D. If the matter grieved pursuant to this Article is a disciplinary action taken against an employee, at the arbitration hearing, the employer shall have the burden to prove by a preponderance of the evidence that there was a legitimate business reason for the disciplinary action which was taken. For purposes of this Agreement, this shall constitute just cause.
- E. The arbitrator shall have no power to add to, subtract from or modify this Agreement and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.
- F. Grievances may be settled without setting a precedent at any stage of this procedure prior to the issuance of a final award by the arbitrator.
- G. The failure of the Superintendent or the Board to respond shall be deemed a denial of the grievant and the employee or the union may move the grievance to the next step upon expiration of the stated time period.
- H. No employee who has been employed less than ninety working days shall be eligible to bring a grievance. Similarly, the union is not permitted to bring a grievance on behalf of any such employee.

- I. Any agreement to modify time limits must be in writing.

ARTICLE XIV
DISCIPLINE AND DISCHARGE

Section 14.0

- A. The discipline or discharge of any employee will be for just cause only. For purposes of this agreement, just cause shall mean that there was a legitimate business reason for the disciplinary action taken by the employer. [See Article XIII, Section D.]
- B. Any employee who has been employed fewer than ninety (90) work days shall be considered a probationary employee and shall have no recourse with regard to the suspension without pay, or discharge.
- C. After ninety (90) consecutive days of employment, any employee who has been suspended without pay or who has been discharged, shall be entitled to bring a grievance pursuant to the grievance procedure.
- D. When an employee discipline involves suspension or discharge, the employer will promptly notify the Union when the action is taken. Any written record of any employee discipline contained in the employee's personnel or similar file shall be available to the employee in accordance with law.

ARTICLE XV
MISCELLANEOUS

Section 15.0

The Union shall provide each employee a copy of this Agreement within thirty (30) days of signing, whether electronically or otherwise. New employees will be provided with a copy at the time of the Union's orientation.

Section 15.1

The Board shall provide Council #4 with three signed original copies of the Agreement at the time of signing.

Section 15.2

Throughout this Agreement where references are made to male and female gender, it will also apply to both.

Section 15.3

An employee desiring to review his/her personnel file will be permitted to do so, upon one day notification, during business hours when the employee is not working.

Section 15.4

Employees shall be reimbursed at the IRS mileage rate for any and all required use of their automobile. Reimbursement is based on the Board's reimbursement form submitted on a monthly basis. Only appropriate supervisory personnel shall be authorized to require an employee to use his/her automobile.

Section 15.5

Each bargaining unit member shall receive group term life insurance in the amount of thirty thousand (\$30,000) dollars.

ARTICLE XVI
SAVINGS CLAUSE

Section 16.0

In the event that any of the provisions of the Agreement are ruled invalid by an authority of established legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE XVII
MANAGEMENT RIGHTS

Section 17.0

The Board of Education shall not be limited in any way in the exercise of the functions of management, and shall have retained and reserved unto itself the right to exercise, without bargaining with the union, all the powers, authority and prerogatives of management including but not limited to the following items:

- a. The operation and direction of the public schools, and the determination of the mission of the Board and the methods and means necessary to fulfill that mission;
- b. The determination of the level of services to be provided;
- c. The direction, control, supervision and evaluation of employees;
- d. The establishment or change of job assignments;
- e. The determination and interpretation of job descriptions;

- f. The increase, change or discontinuation of operations in whole or in part;
- g. The institution of technological changes;
- h. The revising of processes, systems, or equipment;
- i. The alternation, addition, or elimination of existing methods, equipment or facilities;
- j. The determination of the location, organization, number and training of personnel;
- k. The assignment of duties and work assignments;
- l. The assignment to duty stations;
- m. The scheduling and assigning of leaves;
- n. The scheduling and enforcement of working hours and work breaks;
- o. The establishment and change of schedules and shifts;
- p. The assignment of overtime;
- q. The hiring, employment, and promotion of employees;
- r. The demotion, suspension, discipline or discharge of employees;
- s. The layoff or relief of employees due to lack of funds, or work, or the incapacity to perform duties;
- t. The making, amendment and enforcement of such rules, regulations operating and administrative procedures from time to time as the employer deems necessary; provided, however, that no such specific provision can be in conflict with a specific provision of this Agreement.

During an emergency the employer shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE XVIII **DURATION**

Section 18.0

This Agreement shall be effective as of July 1, 2024 and shall remain in effect until June 30, 2027. Any further negotiations regarding this Agreement (including any mid-term negotiations) shall be conducted in accordance with state law.

SALEM BOARD OF EDUCATION

Susan Spang
Vice Chairman
9/9/29

LOCAL 1303-349 OF COUNCIL 4,
AFSCME, AFL-CIO

Sam K. Wyand
President, Local 1303-349

J. [Signature]
Staff Representative, Council 4
AFSCME, AFL-CIO

[Signature]
Negotiating Team Member

[Signature]
Negotiating Team Member

**APPENDIX A
SALARY SCHEDULE**

	<u>2024-25</u> <u>(2.75%)</u>	<u>2025-26</u> <u>2.75%</u>	<u>2026-27</u> <u>(2.75%)</u>
<u>Clerical, Greeter/Receptionist</u>			
First	\$18.57	\$19.08	\$19.60
Second	\$19.03	\$19.55	\$20.09
Third Up	\$19.51	\$20.05	\$20.60
<u>Custodians</u>			
First	\$17.10	\$17.57	\$18.05
Second	\$18.83	\$19.35	\$19.88
Third Up	\$20.54	\$21.10	\$21.68
<u>Head Custodian or Lead Custodian</u>			
First	\$23.80	\$24.45	\$25.12
Second	\$24.62	\$25.30	\$25.99
Third	\$25.45	\$26.15	\$26.87
<u>Paraeducator</u>			
First	\$17.48	\$17.96	\$18.45
Second	\$17.69	\$18.18	\$18.68
Third Up	\$17.94	\$18.43	\$18.94
<u>Tutors</u>			
First	\$27.35	\$28.10	\$28.88
Second	\$27.63	\$28.39	\$29.17
Third Up	\$27.92	\$28.68	\$29.47
<u>Administrative Assistant</u>			
	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
First	\$23.04	\$23.67	\$24.32
Second	\$23.64	\$24.29	\$24.96
Third Up	\$24.26	\$24.93	\$25.61

School Secretary

First	\$21.90	\$22.50	\$23.12
Second	\$22.47	\$23.09	\$23.72
Third Up	\$23.03	\$23.66	\$24.31

