AGREEMENT

BETWEEN

KILLINGLY BOARD OF EDUCATION

AND

KILLINGLY BUS DRIVERS, MECHANICS, VAN DRIVERS, AND BUS AIDES LOCAL 1303-261 OF COUNCIL #4, AFSCME, AFL-CIO

July 1, 2025 - June 30, 2028

TABLE OF CONTENTS

		Page
PREAMBLE	.....	1
ARTICLE 1	- RECOGNITION.....	1
ARTICLE 2	- MANAGEMENT RIGHTS.....	1
ARTICLE 3	- DUES CHECKOFF.....	2
ARTICLE 4	- SENIORITY	3
ARTICLE 5	- PROBATIONARY EMPLOYEES	6
ARTICLE 6	- HOURS OF WORK	6
ARTICLE 7	- HOLIDAYS.....	9
ARTICLE 8	- VACATIONS	10
ARTICLE 9	- LEAVE PROVISIONS	11
ARTICLE 10	- WAGES	13
ARTICLE 11	- GROUP INSURANCE.....	13
ARTICLE 12	- GRIEVANCE PROCEDURE	16
ARTICLE 13	- PRIOR PRACTICE.....	17
ARTICLE 14	- NO STRIKE - NO LOCKOUT	18
ARTICLE 15	- PENSION PLAN.....	18
ARTICLE 16	- MISCELLANEOUS.....	18
ARTICLE 17	- LONGEVITY	19
ARTICLE 18	- DURATION	20
	- SIGNATURE BLOCK.....	20
ADDENDUM	- SCHEDULE A	21
ADDENDUM	- SCHEDULE B	22

PREAMBLE

This Agreement is between the Board of Education, Town of Killingly and/or its successor, hereinafter referred to as the "Board", and Local 1303-261, Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

Section 1.1
The Board of Education hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and other conditions of employment for all school bus drivers, mechanics, van drivers, and bus aides on the Board of Education payroll, but excluding seasonal employees and supervisory employees employed by the Board. This recognition is pursuant to State Board of Labor Relations Decisions ME 12,509 and ME 12,558.

Section 1.2
The Union shall have reasonable access to work locations for purposes of processing grievances or addressing other matters within the scope of union business, provided that such access shall not interfere with the work of any employee, or the safety or security of staff or students. As such, union business shall occur outside of working hours and, if access to a building is required, the union representative shall make an appointment in accordance with standard procedures.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1
It is recognized that the Killingly Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following:

To maintain educational activities and programs as in its judgment will best serve the interests of the students;

To determine the type of work to be performed by the personnel;

To assign all work to employees or other persons;

To decide the methods, procedures and means of conducting the work;

To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work;

To discharge or otherwise discipline any employee;

To promote, transfer, and layoff employees;

To decide the need for facilities;

To designate the schools or programs which shall be attended by the various students;

To prescribe rules for the management, studies, classification, and discipline for school programs;

In general, to control, supervise and manage the operations of the school system and its staff under governing laws;

To establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations and from time to time, to change or abolish such policies, practices or procedures;

To establish contracts or subcontracts for any of the Board's operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, expect that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE 3
DUES CHECKOFF

Section 3.1
The Board agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement, except that any employee may withdraw such authorization in writing by certified mail to Council #4 or the president of the local.

Section 3.2
The deductions for any month shall be made twice each month for such month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the 10th day of the following month.

Section 3.3
The employee's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not

covered by this Agreement, except that deductions shall be resumed if any employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 3.4
The Union agrees that it will indemnify and save the employer harmless from any and all liability, claim responsibility, damage or suit, including salaries, court costs and attorneys' fees which may arise out of any action taken by the employer in accordance with the terms of this Article. The Board shall notify the Union of any claims made against it concerning this Article.

Section 3.5
All new hires which are represented by the bargaining unit, within thirty (30) days of their start date, shall be released from work for up to thirty (30) minutes without loss of pay, to attend a Union orientation that is scheduled by the Union at a time that is approved by Management. Management shall not be present during the Union's orientation. Attendance at orientation shall not result in the accumulation of overtime.

ARTICLE 4
SENIORITY

Section 4.1
Seniority is defined as an employee's period of continuous service with the Board in a position within this bargaining unit (Local 1303-261) since last date of hire.

Section 4.2
Any employee's seniority will be broken and cease when he/she:

a) quits
b) retires
c) is discharged
d) dies
e) is laid off and is not recalled within one year
f) fails to return from an authorized leave of absence.

Section 4.3
Every four months, the Board will submit information on employees represented by the bargaining unit to the Union, in the format of an excel spreadsheet. The spreadsheet will contain the following information for all employees represented by the bargaining unit: last name, first name, middle initial, employee ID number, hire date, dues paid, job title, home address, and work email. Upon completion of the probationary period, new employees shall be added to this list.

Section 4.4(a)
All bargaining unit vacancies created through resignations, retirements, permanent transfers which the Board of Education intends to fill and new positions shall be posted for a period of five (5) working days prior to any action being taken by the Superintendent to fill such vacancy or new position. Written notification of the posting shall be sent to the Union President.

Employees wishing to fill such vacancy or new position shall submit their request, in writing, to the Superintendent or designee. The Board will make a good faith effort to post such vacancies within ten (10) working days of the occurrence of the vacancy. If the Board has not posted the vacancy within twenty (20) working days of the occurrence of the vacancy the Board will provide a written notice to the Union giving reasons why the posting has not taken place. For vacancies that occur during the summer recess such vacancy will be posted during the first full week of the school year, unless such position is eliminated. If a position is eliminated, the Board will provide written notification to the Union President. Whenever possible, every effort shall be made to post summer jobs prior to the end of the school year.

Section 4.4(b)
When two (2) or more applicants are considered by the Superintendent or his/her designee to be the best qualified applicants for the vacancy and equal in the qualifications considered for appointment to the job vacancy, including skill and ability to perform the work, the employee with the greatest bargaining unit seniority shall be awarded the position. The board retains the right to fill positions from outside the unit.

Section 4.5
No permanent employee shall be fired, suspended or otherwise disciplined except for just cause.

Under normal circumstances, discipline shall be applied in progressive order (i.e. first warning, then suspension or demotion, then discharge). In cases of serious employee misconduct, this progression need not be followed, and employees involved may be discharged, suspended or demoted for the first offense.

The employee shall be provided notice of all discipline placed in the employee's personnel file. An employee may provide a written response to any document placed in his/her personnel file.

Employees who wish to review their personnel file may request an appointment with the Director of HR.

Section 4.6
For purposes of this Article, each employee shall be assigned to a job and hour classification. The job classifications are:

1. Mechanic
2. Bus Driver
3. Van Driver
4. Bus Aides

The hour classifications are four (4), six (6) and eight (8) hours per day. The mechanic who is also assigned to bus driver responsibilities will be considered to be within the mechanic classification.

In the event of the elimination of a bargaining unit position or, in the event the hours of work for a position are reduced by more than one hour per day for thirty (30) calendar days or more, the

employee holding the position scheduled for elimination or reduction may bump the least senior employee within his/her job and hour classification. In the event such employee is the least senior employee within his/her job and hour classification, he/she may bump the least senior employee within his/her job classification but in a lower hour classification. In addition, the employee bumped as a result of the above process may displace the least senior employee within his/her job classification but in a lower hour classification. At all times herein, the bumping employee must be qualified to perform the duties of the employee being bumped.

Section 4.7
Employees who are laid off shall have recall rights to a position in the job and hour classification from which they were laid off for a period of one (1) year. In the event the laid off employee is offered and accepts a recall to a position of lesser hours, the employee shall have no further recall rights. In the event an employee refuses an offer or rehire to a position of lesser hours on more than one occasion or refuses an offer of rehire to a position of equivalent hours, such employee shall lose all recall rights.

The employee will accept or reject in writing an offer of rehire within ten (10) days of the mailing of the notification of position availability by registered, return receipt mail to the last address of the employee as on file with administration. Failure to notify the Superintendent of Schools of acceptance or rejection as required herein shall be deemed a refusal of such offer.

A laid off bus driver, upon request, will be appointed as a spare driver and will be given the first opportunity to work a spare job. In the event there is more than one bus driver on layoff status, the opportunity to work the spare job will be on the basis of seniority.

Section 4.8
Summer jobs will be posted and bid on each year by seniority.

ARTICLE 5
PROBATIONARY EMPLOYEES

Section 5.1
New employees shall serve a probationary period of sixty (60) working days and shall have no seniority rights, personal leave days, holiday pay or sick leave pay during this period, but shall be subject to all other provisions of this Agreement. During the probationary period, the employee may be disciplined or discharged at the Board's discretion and neither the employee nor the Union shall have recourse to the grievance procedure. Employees who have completed the probationary period shall be credited with length of service retroactive to their date of employment in the bargaining unit position. Upon written notice prior to the expiration of the initial sixty (60) working day probationary period, by mutual written agreement with the Union, an employee's probationary period may be extended for an additional sixty (60) working days and the rights and privileges set forth herein shall continue during the extended probationary period.

ARTICLE 6
HOURS OF WORK

Section 6.1(a)
The regular paid hours of work for mechanics shall be eight (8) hours per day excluding a one-half (1/2) hour meal period. The normal work week shall be Monday through Friday, inclusive, except as modified by the Board of Education or its designee.

Section 6.1(b)
Generally, the regular paid hours of work for eight (8) hour bus drivers shall be eight (8) hours per day, but if they are approved to work more than eight (8) hours in any day, they shall be compensated for all hours they work. Although drivers are classified as either 4, 6 or 8 hour drivers, all drivers shall be paid for their actual hours worked. The normal work week shall be Monday through Friday, not necessarily inclusive, except as modified by the Board of Education or its designee.

Van drivers shall work hours as assigned by administration.

Bus Aides shall be ten month employees and shall work hours as assigned by administration.

The Supervisor of Transportation and a committee of the Union will meet during the second week of September of each school year for the purpose of reviewing the bus driver and bus aides actual work hours and/or positions. The purpose of the review will be to consider whether the hours of any of these positions need to be increased in order for the driver or bus aide in that position to perform his/her required job responsibilities within the hours of that position. The supervisor and committee will meet again in the second week of January for purposes of reviewing the hours of the positions to decide whether such positions need a further change in hours.

Section 6.2
Twelve month employees scheduled to work forty (40) hours per week who work hours in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) for the employee's regular straight time hourly rate for such hours.

Section 6.3
Work performed by employees referenced in Section 6.2 on a Saturday or a holiday shall be compensated at the rate of time and one-half (1 ½) times the employee's regular straight time hourly rate. Work performed on a Sunday by such employees shall be compensated at the rate of two (2) times the employee's regular straight time hourly rate.

Section 6.4
For other employees, work performed in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) of the employee's regular straight time hourly rate for such hours.

Section 6.5
There shall be no duplication or pyramiding of overtime.

Section 6.6

Any employee called back to work after his/her regularly scheduled work day shall be paid a minimum of two (2) hours at time and one-half (1 ½) of his/her regular straight time hourly rate so long as such hours are not contiguous to the employee's regular work hours.

Section 6.7
In the event that school is canceled and the school district fails to make a reasonable effort to notify bus drivers, van drivers and bus aides of such cancellation and a bus driver, van driver or bus aide reports to work, such employee shall be paid for a minimum of two (2) hours at the employee's regular straight time hourly rate.

Section 6.8
For purposes of this section of the contract, a special trip shall be defined as a bus trip which is other than a regularly scheduled trip which transports students between their place of residence (including babysitter, etc.) and their school. Regularly scheduled trips to and from vocational technical schools, parochial schools, late buses and all special education transportation will not be considered special trips. Special trips will be offered on a rotational basis by seniority to bus drivers and van drivers who are available as determined by administration and qualified for such trips. To be available for such trips, the hours of the special trip cannot conflict with the employee's regular hours of work.

In determining whether a driver is qualified to take a special trip, the following factors will be determinative:

a. Demonstrated ability to operate the type of vehicle to be used for the trip.

b. If the trip requires the vehicle to be operated outside the Killingly area, demonstrated ability to safely operate the vehicle outside the Killingly area and within an area similar to that encompassed by the special trip. By way of illustration, the driver on such a trip would need map reading skills or ability to operate the vehicle in a congested urban area.

c. The driver's ability to interact appropriately with the students.

Nothing herein prohibits drivers from volunteering their time to drive a bus on a special trip for an outside non-profit organization, e.g. Little League, Boy Scouts. Such volunteer trip will not be considered as having been assigned to the driver for purposes of this section.

If an employee who is available and qualified for a special trip refuses an offer of a special trip, the employee will be credited as having taken such trip for purposes of the rotation system.

Whenever possible, special trips will be posted. Employees may notify the Transportation Supervisor of whether they are available for the posted special trips in order to assist him/her in determining who is available and qualified and in applying the rotational system. The Transportation Supervisor shall consider the input of the union in the assignment of the special trips. If last minute special trips arise, the Transportation Supervisor or his/her designee shall assign the trip.

Nothing herein prohibits the Transportation Supervisor or his/her designee from assigning a regular driver to a special trip when no driver is available pursuant to the provisions of this section of the Agreement.

Drivers shall be paid at normal hourly rate.

In the event the hours of the special trip cause the employee to work hours in excess of forty (40) hours of work for that week, the employee shall be paid for such overtime in accordance with applicable state and federal law.

The hourly rate for a special trip assigned to a spare driver will be the spare driver's regular hourly rate of pay which rate of pay will not be greater than the starting wage for a bus driver.

Sign up for the late bus shall be posted no later than the third (3rd) week in September and be assigned by seniority.

Section 6.9
Cover drivers shall be trained to serve as the substitute driver for late bus runs on days when the regular driver is absent. If a bus driver with a late bus run is absent on a given day, coverage shall be provided by the assigned and trained cover driver. If the cover driver is not available, the Transportation Supervisor or his/her designee will assign a driver to cover.

Section 6.10
Probationary employees will not be assigned to a field trip unless there are no non-probationary drivers available for the trip.

ARTICLE 7
HOLIDAYS

Section 7.1
The following shall be observed as paid holidays for twelve (12) month full time employees, unless school is in session for students on such day:

Two days for New Year's day holiday*
Martin Luther King Day
President's Day - two days **
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Two days for the Christmas holiday*

* These days will be scheduled by the Superintendent of Schools or his designee.

If school is in session on one of the listed holidays, an alternate day will be scheduled by the Superintendent of Schools or his/her designee.

** If there is a February school vacation week, the second day will be either the Friday before or Tuesday after the holiday, which day will be scheduled by the Superintendent of Schools or designee. If there is no February school vacation week, the additional day off with pay will be granted during the Christmas vacation recess of that year on a day to be scheduled by the Superintendent of Schools or designee.

The following shall be observed as paid holidays for ten (10) month employees other than bus aides:

Christmas Day
Thanksgiving Day
New Year's Day
Day After Christmas (effective 7/1/2026)

Bus Aides shall be granted holidays as follows:
Effective July 1, 2025: Christmas
Effective July 1, 2026: New Years' Day
Effective July 1, 2027: Thanksgiving

Section 7.2
If a holiday falls on a Saturday or Sunday, the school calendar will be followed for the purpose of determining which day shall be considered the holiday.

Section 7.3
In order to be eligible for holiday pay, the employee must work his/her scheduled day before and after the holiday. When an employee is sick or absent the day before or after a holiday, medical certification may be requested.

ARTICLE 8
VACATIONS

Section 8.1
Each twelve (12) month full time employee, hired on July 1 shall be entitled to two (2) weeks vacation on the subsequent July 1. Full time twelve-month employees hired on dates other than July 1 shall receive prorated vacation time on the first July 1 following their date of hire and shall be entitled to a full two(2) weeks vacation on their second July 1 in the Board's employ. Employees who have been in the employ of the school system for more than seven (7) years as of July 1, shall receive three (3) weeks vacation with pay and those who have been in the employ of the school system for more than twelve (12) years, as of July 1, shall receive four (4) weeks vacation with pay.

Section 8.2
Vacation is to be requested prior to July 1 and must receive prior approval from the Superintendent. Such approval shall not be withheld unreasonably.

Section 8.3
Vacation time is neither cumulative, transferable nor reimbursable, except that up to five (5) days may be carried over to the following year.

ARTICLE 9
LEAVE PROVISIONS

Section 9.1(a)
All employees, including bus aides, shall be entitled to 1.25 sick days per each month of employment. Unused sick days may be accumulated to a maximum of one hundred sixty (160) days for drivers and ninety (90) days for bus aides. Upon return to work the Board may require acceptable medical certification.

Section 9.1(b)
If an employee is absent from work due to illness or injury for three (3) consecutive working days or more, or the Superintendent suspects an employee is abusing the sick leave benefit, the Superintendent shall have the right to require the employee to provide acceptable medical certification justifying the absence and/or to require the employee to be evaluated by a physician of the Board's choosing. The Board shall pay that portion of the cost of such evaluation which is not covered by the employee's medical insurance.

An employee who takes an unauthorized absence (regardless of the duration or whether it is taken unpaid) may receive discipline for such unauthorized absence.

Effective with the 2025-26 school year, employees shall be eligible for a perfect attendance bonus of $20 for each month (September – June) in which they work their full contracted hours on each day that they are scheduled to work and do not use any sick leave, personal leave or other leave that month. The bonus shall be paid in June to employees who are actively employed as of that payment date.

Section 9.1(c)
Each employee shall be entitled to use five (5) sick days per year for the illness of an immediate family member, provided the employee has such days available. Family shall be defined as spouse, parent or child.

Section 9.1(d)
Employees shall be permitted to use the forty (40) hours of sick leave accrued in accordance with Conn. Gen. Stat. §§ 31-57r et seq. (the "Statutory Sick Leave") so long as bargaining unit employees are covered by that law. For any sick leave beyond the Statutory Sick Leave, the

provisions above shall apply, provided that any days used for family illness as part of the Statutory Sick Leave shall be deducted from the allowance of five such days above.

Section 9.2 - Personal Leave

The Superintendent may, on one week advance written notice (excepting times when emergencies preclude this written notice), grant a leave with pay for up to two (2) days per year for personal reasons; however, such days may not fall immediately prior to or immediately after a school holiday or vacation period. It is expected that requests will be for extraordinary conditions that could not be handled otherwise. For one of the days, the employee is not required to provide the reason for the leave. The no-reason day may not be taken in the first two weeks of the school year or the last two weeks of the school year. For the second day, the reasons for said leave will be stated. Appropriate reasons include but are not limited to, are:

1. Meeting legal requirements.
2. Birth of a child.
3. Attendance at graduation exercises for self, spouse, son or daughter.
4. Religious observance (such use of days shall not preclude additional days not to exceed two (2) for compelling personal reasons).
5. Death of a close friend.

The Superintendent, in his/her sole discretion, may grant additional personal days to persons whom the Superintendent determines to have compelling reasons for why such leave should be granted.

Section 9.3

In the event of a death in the immediate family, the employee will be paid for time lost from scheduled work not to exceed five (5) days in order to attend the funeral. Immediate family includes: husband, wife, mother, father, son, daughter, brother or sister, grandparent, grandchildren and legal guardian. One (1) day's time off with pay shall be granted to attend the funeral of the above-defined family in-law. The Superintendent shall have the authority to waive the one day in favor of the three days in any situations that, in the Superintendent's judgment, are appropriate.

Section 9.4

The purpose of this section is to provide employees who are working with time off to make funeral arrangements to attend the funeral. Thus, this benefit is not payable in the event that death occurs while an employee is not scheduled to work.

Section 9.5

Such funeral leave is not to be subtracted from sick leave.

Section 9.6

Absence for jury duty during the school year shall be granted when an employee is required to serve. Such employee will be compensated the difference between the amount he receives for jury duty and the amount he would normally earn for a regular work day, excluding overtime. Employees must notify the Transportation Supervisor immediately on receipt of jury notices.

Whenever an employee is released from jury duty, the employee will notify the Transportation supervisor as soon as possible and will report to duty if so instructed.

Section 9.7
Employees hired before July 1, 2019 who have completed fifteen (15) years of continuous service with the Board of Education, and who are retiring from public service shall be compensated twenty ($20) dollars for each unused sick day to a limit of seventy (70) days.

ARTICLE 10
WAGES

Section 10.1
Wages will be paid in accordance with Schedule A.

Section 10.2
All employees covered by this Agreement shall be paid via direct deposit. Bargaining unit employees shall complete the necessary documentation in order for the Board to implement direct deposit.

ARTICLE 11
GROUP INSURANCE

Section 11.1
The Board will, subject to insurance carrier regulations, provide at its expense, except as provided for in Section 11.2, the following insurance benefits to bus drivers, mechanics and van drivers whose regular schedule requires that they work 20 hours or more per week:

The plans shall be a revised PPO plan and an HSA plan as outlined below and in Schedule B for employee and family.

PPO Plan

OV Co-payment	$35
Specialists Visits	$40
Urgent Care	$100
ER	$150
Outpatient Hospital Services	$200
In-patient Hospitalization	$250

The HSA (Health Savings Account) plan described below shall also be available to employees:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	$2,250/4,500 (Shared In/Out)	

Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to deductible, once deductible is met, then $10/25/40 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	$4,000/8,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	$5,000/10,000	
Lifetime Maximum	Unlimited	$1,000,000

The Board will fund $1,000 for employees enrolled in single coverage in the HDHP plan and $2,000 for employees enrolled in two person/family coverage of the HDHP plan of the HSA deductible amount for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments in September and January. The parties acknowledge that the Board's contribution 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 active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

An HRA (Health Reimbursement Account) shall be made available for any employee who is precluded from participating in the HSA because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Only Article 11 (Insurance) of the collective bargaining agreement would be subject to the reopener and no other provisions of the collective bargaining agreement would be opened for the mid-term negotiations referenced in this paragraph.

The Board shall provide bus drivers, mechanics and van drivers whose regular schedule requires that they work 20 hours or more per week with access to dental insurance. The Board will provide an option of (1) a base plan and (2) Anthem Blue Cross Flex Dental Program which includes caps, crowns, implants, and root canals up to a maximum of $2000 (Blue Cross or equal benefits plan). The employee shall be responsible for the full cost of the premium for dental insurance.

Life Insurance on employees only in the amount of $20,000 with an accidental death and dismemberment rider.

Section 11.2
The Employee will pay an amount of the premium for the insurances set out in this article of the Agreement for individual, two person and family coverage as follows:

Year	Single	Two Person	Family
2025-26	20%	19.5%	19.5%
2026-27	20%	19.5%	19.5%
2027-28	20%	19.5%	19.5%

The Board of Education will pay the remainder of the premium for the insurances set out in this Article of the Agreement for individual, two person and family coverage. The employee will pay his/her share of the premium by automatic payroll deductions. In this regard, to be eligible to receive such insurance benefits, each employee must submit a wage deduction authorization permitting the Board to deduct such premium costs. Each employee will be informed in writing prior to the first deduction of the premium cost. An employee may forego or withdraw from such coverage rather than pay such additional costs. Reinstatement of coverage shall be subject to insurance carrier rules and regulations.

Section 11.3
The Board will adopt an Internal Revenue Code §125 Pre-Tax Premium Conversion Account for employee premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

Section 11.4
In each case where the name of a particular company or a specific plan has been used in this Article, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or any specific plan. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 12.1

A "grievance" shall mean a claim by an employee or employees covered by this Agreement that there has been a personal loss or injury because of a violation, misinterpretation or misapplication of a specific section of this Agreement. A grievance shall be submitted, as provided for herein, within five (5) business days after the occurrence of the action giving rise to the grievance.

It is understood and agreed that handbooks, Board policy manuals, or excerpts thereof, are not, nor can they be construed, to be part of the terms of this Agreement.

It is understood that any employee grievant(s) shall, during the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

An employee may be represented at Steps 1 through 3 of this procedure by a union official.

Section 12.2

A grievance shall be processed in accordance with the procedure herein. A grievance filed at any level of this procedure must be in writing and must contain the following information:

1) the name(s) of the grievant(s);
2) a statement of the nature of the grievance;
3) a statement of the nature and extent of the injury or loss;
4) a statement of the provision(s) of the contract allegedly misinterpreted, violated, or misapplied;
5) remedy requested.

Section 12.3

Step 1

If any employee feels that he/she may have a grievance, he/she may first discuss the matter with the Transportation Supervisor in an effort to resolve the problem informally. If the grievant is not satisfied with such informal discussions, he/she shall reduce the grievance to writing and submit it within the time limit of Section 12.1 to the Transportation Supervisor. The Transportation Supervisor shall respond to the grievance in writing within ten (10) business days from the date the grievance was submitted to him/her.

Step 2 - Superintendent of Schools

If the grievant is not satisfied with the disposition of the grievance at Step 1 or if no decision is rendered within ten (10) business days of the filing at Step 1, the grievant shall within five (5) business days of the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written grievance with the Superintendent of Schools.

The Superintendent, Assistant Superintendent or Business Manager may, within ten (10) business days after receipt of the grievance, meet with the grievant for the purpose of

resolving the grievance. The Superintendent or designee shall, within five (5) business days after the meeting, or, in the event no such meeting is held, within fifteen (15) business days after receipt of the grievance, render his decision and reasons in writing to the grievant with a copy to the Union President.

Step 3
In the event that the Union feels that further review is justified, the Union shall notify the Superintendent in writing, within twenty (20) business days from the date of the written decision of Superintendent or his/her designee, that the Union wishes to submit the matter to arbitration with the State Board of Mediation and Arbitration. The provision(s) of the agreement which are involved shall be identified in the demand or arbitration.

The arbitrator shall be empowered only to hear and determine the issues by interpreting the provisions of this Agreement and he/she shall not have the power to add to, subtract from, alter, modify or amend any provision of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

Section 12.4
The grievant and a Union representative shall not suffer any loss of pay for time spent meeting with school officials on a grievance matter.

ARTICLE 13
PRIOR PRACTICE

Section 13.1
No agreement, alteration, understanding, variation or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section 13.2
All past practices, procedures and customs not specifically incorporated in or protected by this agreement are hereby rendered null and void.

ARTICLE 14
NO STRIKE - NO LOCKOUT

Section 14.1
During the life of this Agreement, there shall be no strike, slowdown or stoppage or curtailment of work or other type of interference by employees or employee, nor shall there be any lockout by the Board in any part of the Board's operation.

Section 14.2

Participation by any employee in an act violating this Article in any way will be cause for discipline.

ARTICLE 15
PENSION PLAN

Employees may join the present Town of Killingly Pension Plan in accordance with its terms.

ARTICLE 16
MISCELLANEOUS

Section 16.1
In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

Section 16.2
Any bus driver required by the Superintendent of Schools or his designee to use his personal automobile for the purpose of performing his duties shall be reimbursed for the use of the automobile at the mileage rate set by the IRS.

Section 16.3
Whenever an employee is absent from work because of injury which the Worker's Compensation Commissioner or the Board's insurance carrier has determined to have arisen out of and in the course of employment, the employee shall be paid his/her full salary during such period of time that the employee is disabled from performing his job responsibilities and is receiving temporary disability benefits, which period shall not exceed two (2) months from date of injury. Such payments shall be less the amount of any Worker's compensation benefits. No part of such absence covered by the provisions of this section shall be charged to the employee's annual or accumulated sick leave.

Section 16.4
Whenever a bus driver is required to perform the duties of a mechanic for more than one (1) day, he/she shall receive an additional one dollar ($1.00) per hour for all such hours worked.

Section 16.5
At the beginning of the fiscal year, mechanics/mechanic helper will be provided one (1) pair of safety shoes up to a maximum cost of $150.00. The Board will purchase one pair of safety shoes for use by the individual who assists the mechanics on a temporary basis.

Section 16.6
The Board will pay Fifty ($50) Dollars toward the cost of safety prescription glasses for mechanics.

Section 16.7

Uniforms will be provided to all mechanics at the expense of the Board of Education. These uniforms will include eleven (11) shirts, eleven (11) trousers, one pair of overalls and two (2) jackets every two years.

Additionally, the Board shall provide all drivers with five (5) uniform shirts every two years.

Employees must wear their uniforms each day.

Section 16.8
The Board will pay to each mechanic a tool allowance of up to Five Hundred Dollars ($500.00) per year upon presentation of a receipt verifying the purchase of a tool(s) to be utilized in his/her employment.

ARTICLE 18
LONGEVITY

A lump sum payment will be made to each eligible twelve month employee on June 30 of each year as follows:

After 10 years of service through 15	$100
After 15 years of service through 20	$200
After 20 years of service through 25	$300
After 25 years of service	$400

A lump sum payment will be made to each eligible ten month employee on June 30 of each year as follows:

After 10 years of service through 15	$100
After 15 years of service through 20	$200
After 20 years of service through 25	$300
After 25 years of service	$400

For a period of service to qualify for the longevity benefit, the employee must have worked six months during the year. For purposes of this payment, year of service shall mean service with the Board of Education.

ARTICLE 19
DURATION

This Agreement shall remain in force from the date of execution of this Agreement through June 30, 2028. Negotiations for an agreement to succeed this Agreement shall commence in accordance with applicable law. This Agreement shall remain in force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be signed and executed by its mutually authorized officers and representatives on the 25th day of June, 2025

BOARD OF EDUCATION
TOWN OF KILLINGLY

Susan Lannon,
CHAIRPERSON

Susan Nash-Ditzel,
SUPERINTENDENT OF SCHOOLS

LOCAL 1303-261 OF COUNCIL #4
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO

Cherlyn Poindexter,
STAFF REPRESENTATIVE

Tammy St. Martin,
PRESIDENT

SCHEDULE A

WAGE SCHEDULE

Effective July 1, 2025, Bus Drivers, Van Drivers, Bus Aides, and Mechanics will be paid in accordance with the following wage per hour schedule:

Bus Drivers	$25.75
Van Drivers	$17.41
Mechanics	$30.08
Bus Aides	$17.10

Effective July 1, 2026, Bus Drivers, Van Drivers, Bus Aides, and Mechanics will be paid in accordance with the following wage per hour schedule:

Bus Drivers	$26.50
Van Drivers	$18.16
Mechanics	$31.08
Bus Aides	$17.85

Effective July 1, 2027, Bus Drivers, Van Drivers, Bus Aides, and Mechanics will be paid in accordance with the following wage per hour schedule:

Bus Drivers	$27.25
Van Drivers	$18.91
Mechanics	$32.08
Bus Aides	$18.60

SCHEDULE B

INSURANCE SCHEDULE

The following information is not intended to be a substitution for the medical insurance plan document. This plan document contains a complete list of benefits and exclusions. This schedule assumes that all care, services, and hospitalizations are provided on an in-network basis.

COST SHARES	CENTURY PREFERRED
	In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance In-Network $35 Office visit Copay $40 Specialist visit Copay Unlimited Office Visit Maximum $150 Emergency Room Copay $200 Outpatient Surgical Copay $250 per Hospital Admission Copay $100 Urgent Care Lifetime Maximum - Unlimited In-Network Out-of-Network Deductible - $400/$800/$1000 Coinsurance - 80% to $800/$1600/$2000 Out of Pocket Maximum per calendar year to $1200/$2400/$3000 (Combined Deductible and Coinsurance amounts) Lifetime Maximum - $1,000,000 Out-of-Network

PREVENTIVE CARE	
Pediatric	No Copay. Covered according to age-based schedule Exam Schedule Newborn through 1 year — 6 exams 1 year through 5 years — 6 exams 6 years through 10 years — 1 exam every 2 years 11 years through 21 years — 1 exam every year
Adult	No Copay. Covered according to age-based schedule Exam Schedule 22 through 29 — 1 exam every 5 years 30 through 39 — 1 exam every 3 years 40 through 49 — 1 exam every 2 years 50 and over — 1 exam every year

Vision	No Copay Covered once every two years

	(includes refraction)
Hearing	$35 Covered once every two years
Gynecological	No Copay. One routine exam every year. Mammogram Schedule 35 through 39 one baseline per lifetime 40 and over one exam every year Additional screening and diagnostic exams when medically necessary

MEDICAL SERVICES	
Medical Office Visit	$35 Copay
Outpatient-Chiropractic/Physical, Occupational, Speech Therapy	No Copay. Covered up to 50 combined treatments per member per calendar year (treatment plan required)
Allergy Services	Copay for Office Visits and testing No Copay for injections-(80-Within 3 Years) (Treatment Plan Required)
Diagnostic Lab & X-Ray	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient-Mental Health/ Substance Abuse	$35 Copay
EMERGENCY CARE	
Emergency Room	$150 Copay waived if admitted
Urgent Care Center	$100 Copay (Urgent Care at designated hospitals only)
Walk-in Center	$35 Copay
Ambulance	Land Ambulance: Unlimited Maximum Air Ambulance: Unlimited Maximum
INPATIENT HOSPITALITY	
General/Medical/Surgical Maternity (Semi-Private)	$250 per Hospital Admission Copay
Ancillary Services (Medication, Supplies)	Covered
Psychiatric	$250 Copay
Substance Abuse/Detox	$250 Copay
Rehabilitative	$250 Copay Covered up to 60 days per calendar year
Skilled Nursing Facility	$250 Copay Covered up to 120 days per calendar year
Hospice	Covered up to 60 days

OUTPATIENT HOSPITAL	
Outpatient Surgery *Facility charges*	$200 Copay
Diagnostic Lab & X-Ray	Covered
Pre-Admission Testing	Covered

OTHER SERVICES	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year