

Agreement Between the

Board of Education for Regional School District No. 17

And

Regional School District No. 17
Support Services Association

July 1, 2020– June 30, 2023

Revised:

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PREAMBLE

WHEREAS, the Board and the Association recognize the importance of sustaining a high level of morale among the Association employees and maintaining harmonious relationships between the Board and the Association employees to provide full service to the Board of Education and the Regional School District No. 17, to strive for fair and equitable wages, hours and other conditions of employment for Association members and to the improvement of quality of said service and assuring necessary, usual and beneficial communications between the Board and the Association employees.

NOW THEREFORE, in consideration of these premises and other good consideration, the Board and the Association enter into this Agreement.

ARTICLE I
GENERAL

1. This Agreement has been entered into by virtue of negotiations under Chapter 113, Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the wages and hours and other conditions of employment provided herein.
2. This Agreement shall be the entire contract between the Board and the Association and shall set forth all rights, benefits and privileges that the employees covered by the Agreement are entitled to.

ARTICLE II
RECOGNITION

Regional School District No. 17 recognizes the Support Services Association as the sole and exclusive bargaining agent for the purpose of collective bargaining matters of wages, hours and other conditions of employment, for paraeducators, library assistants, secretaries, secretary/bookkeepers, library media coordinators, and cafeteria employees, excluding the Administrative Assistant to the Superintendent of Schools, the Administrative Assistant to the Director of Student Support Services, HR Specialist, Senior Accountant, Accounts Payable Clerk, Payroll Clerk, Accounting/HR Assistant, Director of Food Services, and other positions as may be excluded from coverage under the Municipal Employees Relations Act, CGS 7-467 et seq.

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

Unless expressly and specifically relinquished, abridged, limited or modified by a specific provision of this Agreement, the Board will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing by the Board, pursuant to any charter, general or special statute, ordinance, regulations, or other lawful provision, over the complete

operations, practices, procedures and regulations with respect to employees of the Board, and shall remain solely and exclusively in the Board, including, but not limited to the following: To maintain the district schools and such other educational activities as in its judgment will best serve the interests of Regional School District No. 17; to decide the need for school facilities; to determine the care, maintenance and operations of buildings, land, apparatus and other property used for school purposes; to determine the type of work to be performed, to assign all work to employees, to determine shift and work schedules and hours of work; to select and hire employees and to demote employees for just cause, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education; to discharge or otherwise discipline any employee for just cause; to promote, transfer and layoff employees; to determine the standards of service offered by the Board, identify criteria for selections of employees and direct its employees; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the Board's operations are to be conducted; to establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the students; to exercise control and discretion over its organization and the technology of performing its work; to fulfill all of its legal responsibilities whether exercised or not; to determine the methods and levels of financing and budget allocation; to determine and re-determine the number of employees to be employed; to determine job descriptions and job classifications. The Board shall not exercise any of these rights in a manner that would contravene an express provision of this agreement, established past practice or its duty to negotiate, if applicable.

ARTICLE IV **ASSOCIATION SECURITY**

1. During the terms of this contract or extension thereof, all bargaining unit employees after the completion of their probationary period may either become or remain members of the Association in good standing or, in lieu of Association membership, pay to the Association a service fee, or do neither. The amount of service fee shall not exceed the minimum applicable dues payable to the Association.
2. The Board agrees to deduct from the pay of bargaining unit members such voluntary membership dues, and initiation fees, as may be fixed by the Association and authorized in writing by the employee. An employee may withdraw from membership in the Association by giving written notice to the Association and the Board which notice must be received or postmarked prior to June 15.
3. New members choosing to join the Association will pay an "initiation fee" in the amount designated by the Association.
4. The Association shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees or dues. In addition, the Association shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s).

5. No dues or fees will be deducted when an employee is no longer being paid by the Board.
6. The deduction of Association fees and dues for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Association not later than the third Thursday of the following month. The monthly dues and/or service fee remittances to the Association will be accompanied by the list of employees from whose wages dues deductions have been made.
7. The Association shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney fees caused by or arising out of the administration or enforcement of this Article.

ARTICLE V
SENIORITY

1. Seniority shall be defined as an employee's length of continuous service with the Board in a position within the bargaining unit as it is now defined since his/her date of hire.
2. The Board shall establish a seniority list that shall be brought up to date during October of each year and a copy delivered to the Association by October 15th of each year.
3. An employee's seniority shall not be broken by authorized paid or unpaid leave, as set forth in Article XV.
4. An employee shall lose seniority:
 - a. upon voluntary resignation or retirement;
 - b. upon discharge other than layoff;
 - c. upon the expiration of recall rights;
 - d. upon failure to respond to recall notice; or
 - e. upon failure to return from authorized unpaid or authorized paid leave.
5. A new employee shall serve a probationary period of ninety (90) days worked. During an employee's probationary period, he/she shall not have seniority rights or any other rights under this Agreement, including but not limited to access to the grievance language set forth in Article XVII. All employees who successfully complete their probationary period shall have their seniority backdated to the date of their day of actual employment.

ARTICLE VI
VACANCY

1. Job vacancy is defined as an opening created by death, retirement, resignation, dismissal, transfer or a new position in the bargaining unit. In the event the Board transfers on a one-for-one basis this shall not be considered a vacancy.

2. When a current employee fills a vacancy or new position in the bargaining unit for a period of up to sixty (60) working days, he/she shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he/she shall be returned to his/her former position.
 - a. During the period the employee is temporarily retained in a vacancy or new position of a different class or grade which has a higher maximum rate of pay, he/she shall temporarily be paid at the lowest point in the range in the higher class or grade which also produces an increase (“in pay”) based on their former position, provided, however, the employee has worked in such position at least five (5) consecutive days.

 - b. Employees desiring to bid on a job or apply for a transfer to a vacancy shall file an application in writing within the posted time limit. All job openings covered by this Agreement shall be posted for five (5) working days. Job openings shall be posted simultaneously in each school and at the office of the Board of Education, and outside the school system.

 - c. The Administration shall have the right to select the applicant, either a bargaining or non-bargaining unit member, who is most qualified and most able to perform the job, as determined by the Superintendent or his designee. If the Superintendent determines that two or more applicants are equally able to perform the job, the employee having the greatest amount of seniority, as defined in Article V, shall be selected.

ARTICLE VII
LAYOFF

1. In the event a layoff becomes necessary, the Board or its designee shall determine the employee to be affected based on seniority as follows:
 - a. The least senior employee in a job classification shall be laid off first (except that the Superintendent shall have a seniority override if the less senior employee is reasonably determined to be “head and shoulders” (substantially superior) to or above the more senior employee), and

 - b. An employee whose position is eliminated may also bump out of his/her job classification if there is a less senior employee retained in the same or a lower wage classification in which the displaced employee is qualified to serve in the opinion of the Superintendent, which opinion shall not be arbitrary.

2. Laid off employees shall be recalled to work by job classification with the most senior employee in such classification called first. Paraeducators laid off from a position in which they worked with an individual student shall be recalled to work with a different student not assigned to another paraeducators except if the individual needs of the student and/or the individual capabilities of the employee reasonably dictate otherwise. In recalling employees, the Board shall rely on the last address furnished to the Board, in writing, by the employee. Recall rights shall terminate twelve (12) calendar months from the date of layoff for each employee.
3. In the event an employee refuses to return to work when recalled, or fails to answer an offer of recall mailed via registered, return receipt within ten (10) work days of the date of the mailing, his/her seniority will be considered ineligible for recall. If an employee who is on layoff plans to be away at some time during the summer, he or she shall inform the Central Office of his or her summer address, and the recall notice shall be sent there. One phone call to the laid off employee's preferred telephone number will also be made.
4. An employee, who has been laid off and is subsequently recalled within his/her recall period, shall receive, if applicable, full credit for accumulated sick leave, seniority and hourly rates earned prior to layoff. However, employees while on layoff shall not accrue any time.
5. In the event of a layoff, the Board will notify the Association and affected employee(s) in writing at least three (3) weeks prior to the implementation of the actual layoff(s).

ARTICLE VIII
WAGES

1. Bargaining unit employees shall be compensated in accordance with the hourly wage schedule set forth in Appendix A, attached to this contract. The payment of wages shall be made by direct deposit to a financial institution designated by the employee. The District shall provide an electronic "pay stub" to the employee's email address.
2. A newly hired employee having prior experience as determined by the Superintendent may be placed at a higher hourly rate than the minimum hourly rate in any classification. The rate determined by the Superintendent shall not be grievable under this contract.
3. Part time employees who attend Convocation Day and Professional Days shall be paid for the time spent for attendance at such activities.
4. If cafeteria worker fills in for head cook they will be paid 1 extra hour beyond what they actually work, at their own rate.

ARTICLE IX
INSURANCE

1. Effective on the 1st of the month following completion of sixty (60) days of employment employees shall be eligible for benefits as set forth below:

- a. Life insurance coverage will be thirty thousand (\$30,000) dollars plus accidental death and dismemberment.
- b. Employees who work a minimum of 30 hours per week shall be eligible to enroll in the following:

The Board shall provide health insurance during the term of this Agreement through the State of Connecticut Partnership Plan 2.0, subject to all the terms and conditions of said plan, which can be found at www.osc.ct.gov/ctpartner/index.html.

- 2. The Board of Education will pay the premiums for the health, including dental and vision, insurance hereinafter described for employees who are eligible to enroll in individual, two-person or family coverage and the employee through payroll deduction shall pay a share of the premiums for the health benefit plan for individual, two-person, or family coverage as follows: Effective and retroactive for the 2020-21 school year the employees will pay twenty-two percent (22%) through payroll deduction for the health insurance benefit; the retroactive portion shall be payable in equal installments over the balance of the 2020-21 school year. Effective July 1, 2021 the employees will pay twenty-two and one-half percent (22.5%) through payroll deduction for the health insurance benefit. Effective July 1, 2022 the employees will pay twenty-three percent (23%) through payroll deduction for the health insurance benefit. In addition, in the event an employee or enrolled dependent is deemed non-compliant, and the State charges the Board a penalty for the non-compliance, the employee shall be responsible for payment of the penalty.
- 3. Part-time employees working (30) thirty hours per pay period or more but less than thirty-five (35) hours per pay period shall be eligible for health benefits. The Board of Education contribution to the premium shall be pro-rated to their FTE. All employees hired prior to April 30, 2018 may retain the rights to insurance coverage previously possessed.
- 4a. Any reference made to a particular insurance carrier is to illustrate the type of coverage made available. The provider of the health benefits may be changed at the Board's discretion, so long as the coverage and benefits are substantially equivalent to the coverage and benefits in effect under the then-current policy.
- b. The parties agree that they will meet to discuss the impact of a change of health providers.
- c. In a situation where the Association has lodged a grievance, the Board will not institute the new insurance coverage until agreement has been reached or until an arbitrator has decided that the substitute coverage is substantially equal to or better than the present coverage.
- 5. The Board realizes that during the course of a year, an employee's personal circumstances may change so that the employee is left with no health insurance coverage. Under severe hardship and at the reasonable exercise of discretion of the Superintendent of Schools, the employee may be allowed to be covered by the health insurance plan offered by the district under any restrictions imposed by the insurance company or the district.

6. The Board shall continue in effect its Internal Revenue Code section 125 pre-tax dependent care account subject to the rules and regulations of the IRS as they may change from time to time and the Board's rules and regulations on this section 125 plan.
7. Retiring members between the age of 60 and 64, inclusive, with fifteen (15) years of continuous employment with the Board of Education may continue existing coverage in the Health Benefits outlined in the above noted health insurance, with the retiree paying the entire premium rate, providing they have no employment providing comparable health insurance benefits.

ARTICLE X
RETIREMENT PLAN

1. A retirement plan is provided by the Board of Education for eligible employees including cafeteria workers.
2. The Board of Education shall contribute five (5%) percent of an eligible employee's base salary into the retirement plan for employees.
3. Eligible employee is defined as an employee who qualifies under the governing policies of the plan.
4. Information on the contents of the plan is available for employee review in the business office during normal working hours.

ARTICLE XI
WORK SCHEDULES AND WORKING HOURS

1. The specific hours of work for all employees covered by the contract will be established and/or changed to meet the requirements of the school district, subject to any legal duty the Board may have to negotiate with the Association.
2. The basic workday for full-time employees covered by this contract shall consist of the following;
 - a. For paraeducators and library media coordinators, five days, of (7 hours) in length including a paid twenty five (25) minute lunch break.
 - b. For secretaries, secretary/bookkeepers, receptionists, five (8) eight hour days with an unpaid thirty (30) minute lunch break.
 - c. For cafeteria workers and other part-time employees their supervisor subject to the approval of the Superintendent will determine the work schedule.
3. The basic workweek for all full-time employees will be Monday through Friday. However, in the event that a workweek other than Monday through Friday is required, the Board may, at its

discretion subject to the right of the Association to demand bargaining, change the workweek for employee(s). Before any employee is assigned to the new workweek, the Board will seek volunteers.

4. Work year for the employees are as follows:
 - a. For twelve (12) month employees work year shall consist of 260 days inclusive of vacations and holidays;
 - b. For eleven (11) month employees consisting of secretary/bookkeepers, the work year shall consist of 214 days inclusive of holidays. This includes, but not limited to, the student school year plus twenty-one (21) days plus holidays.
 - c. Ten (10) month employees shall be as follows:
 - 1) For paraeducators, the work year shall consist of the student school year and one (1) day in addition to the student school year; (Convocation Day)
 - 2) For secretary/bookkeepers, the work year shall consist of the student school year and six (6) days in addition to the student school year;
 - 3) For library media coordinators work year shall consist of the student school year and five (5) days beyond the student school year at the high school, middle school and intermediate school level, and five (5) days for each school at the elementary level (ten (10) days as long as the Elementary Library Media Coordinator is split between two schools);
 - 4) Cafeteria workers shall work on days when lunch is provided to the students, and the day before the students arrive for the first day of school. (Convocation Day)
5. Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Superintendent or his/her designee.
6. When possible, employees shall be notified of pending schedule changes two (2) weeks in advance. When the employer decides to make a schedule change, the Board shall also notify the Association of the change.
7. When an employee is called into work unexpectedly after the conclusion of his/her normal workday and has left the work site, he/she shall be paid a minimum of two (2) hours pay at straight time and work a minimum of (2) hours unless the employee exceeds forty (40) work hours in the workweek, in which case she/he will receive the appropriate overtime compensation.
8. It is agreed that if the number of student days changes, from what is in effect during the 2019-20 school year, the number of work days above associated with the number of students days shall change accordingly.
9. The parties recognize the Board's right to create and eliminate positions, including positions with different work days or work years from those set forth above, and in the case of creating positions, the Board's obligation to negotiate with the Association relative to wages, hours and

other conditions of employment. The Board recognizes its obligation to negotiate with the Association over the impact of such changes, if any, on the remaining bargaining unit positions.

10. A. Reporting to work on snow emergency days and/or delayed school openings.

If the school district is closed and the day **has been declared an emergency closing**, employees would not be required to report to work on that day. All twelve-month (12) employees shall be paid for their normal scheduled hours. The Superintendent will inform administrators of what type of closure is being called when he/she activates the notice chain. The Administrator in turn will activate their respective chains and will provide the specific information.

If the school district is **closed for students and the day has not been declared an emergency closure**, twelve-month (12) employees are expected to report to work within a reasonable time as the road conditions allow.

When there is a **two hour delay** announced for the schools, twelve-month (12) employees are expected to report to work within a reasonable time as the road conditions allow, but no later than two hours after their regular starting time.

If a twelve-month (12) employee does **not report to work on a day when schools are closed for students and it has not been declared an emergency closing**, the employee has an option to request the use of a vacation day or personal day by entering the absence in the on-line attendance system. The submission of this absence will ensure that the employee is paid for that day. In the event the employee wishes to request an unpaid day on these days, the employee must complete an excused absence form, mark the request as “no pay” and submit the form to the Superintendent for his consideration.

If an **early dismissal** is called due to weather conditions, the Superintendent or his designee will make the decision relative to dismissing employees. Typically, this occurs approximately one hour after the dismissal time or when an administrator is certain that all students have been accounted for properly by either being dropped off by bus or picked up by a parent or guardian.

11. Full time employment shall be considered to be a work schedule consisting of at least 35 hours in a basic work week as defined above.
12. Ten (10) month paraeducators and library media coordinators work the student school day and shall not be paid for hours not worked in the case of a scheduled early dismissal, except for the last two days of the school year, the last day before Christmas break and the day before Thanksgiving, for all; plus New Year’s Eve for 12 month personnel.

ARTICLE XII **OVERTIME**

1. Prior to working overtime or extra time (time beyond the scheduled work week), the employee must receive permission from his/her immediate supervisor to work such overtime.

2. Time and one-half the regular hourly rate shall be paid for each hour worked in excess of forty (40) paid hours worked in any one-pay period. The pay period is Thursday through Wednesday inclusive. Unpaid lunch periods shall not be used in calculating overtime.
3. Employees may be required to work reasonable overtime schedules in Regional School District No. 17.
4. Any employee who is required to report to work on a Saturday, Sunday or Holiday shall be paid a minimum of two (2) hours and shall work a minimum of (2) two hours. The rate of pay shall be time and one-half (1½) the regular hourly rate for Saturday and double time (2) for Sundays and Holidays.

ARTICLE XIII
HOLIDAYS

1. Twelve (12) month employees shall be eligible for the following paid holidays:

- | | |
|---------------------|--|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Memorial Day | 8. Christmas Eve |
| 3. Independence Day | 9. Christmas Day |
| 4. Labor Day | 10. President's Day |
| 5. Columbus Day | 11. Good Friday |
| 6. Veterans' Day | 12. Martin Luther King's
Birthday(observed) |
| | 13. Day after Thanksgiving |

2. Eleven (11) month employees shall be eligible for the following holidays:

- | | |
|---------------------|---|
| 1. New Year's Day | 7. Christmas Eve |
| 2. Memorial Day | 8. Christmas Day |
| 3. Labor Day | 9. President's Day |
| 4. Columbus Day | 10. Good Friday |
| 5. Veterans' Day | 11. Martin Luther King's Birthday
(observed) |
| 6. Thanksgiving Day | |

The day following Thanksgiving Day is a no workday and a no payday unless at some time in the future school is in session on this day.

3. Full-time (10) ten-month employees, including cafeteria employees shall be eligible for the following paid holidays:

- | | |
|---------------------|---|
| 1. New Year's Day | 7. Christmas Day |
| 2. Memorial Day | 8. President's Day |
| 3. Labor Day | 9. Good Friday |
| 4. Columbus Day | 10. Martin Luther King's Birthday
(observed) |
| 5. Veterans' Day | |
| 6. Thanksgiving Day | |

The day following Thanksgiving Day is a no workday and a no payday unless at some time in the future school is in session on this day.

4. Employees must complete their probationary period to be eligible for holiday pay. Part-time employees are eligible for prorated holiday pay for those holidays that fall on a day that the employee normally works.
5. To be eligible to receive holiday pay, the employee must work his/her regularly scheduled hours on the workday immediately preceding and the work day immediately following the holiday, except as set forth in Section 6 below.
6. Whenever any of the above-enumerated holidays occur while an eligible employee is out on paid vacation or paid sick day, the employee shall be paid for the holiday and no charge to either the employee's vacation or sick day, shall be made for that day. If a holiday falls on a Saturday or Sunday, and is not observed on Friday or Monday, the employee shall be paid for such holiday.
7. Any employee required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or national day of mourning resulting in the closing of schools shall be allowed that day off with compensation.

ARTICLE XIV
VACATION

- 1a. Full-time 12 month employees shall be eligible for vacation leave on the basis of time earned and accrued in accordance with the following schedules:

<u>Years of Completed Service</u>	<u>Rate of Earned Vacation</u>
Six (6) months of service	5 days
One (1) year	10 days
Five (5) years	15 days

For each year after ten (10) consecutive fiscal years an additional (1) day will be added. For each year up to fifteen (15) years - maximum of twenty (20) days.

Vacation time changes will be applied at the beginning of the fiscal year in which the anniversary will occur.

- b. Part-time (12) month employees who work a full year, work more than (20) twenty hours per pay period and are normally scheduled to work less than a full day shall be eligible for vacation leave on a prorated basis determined by their normal work schedule vs. a full day work schedule.
- c. The vacation schedule will be established by mutual agreement between the building principal, Superintendent, and the employee.
- d. All earned vacation days must be taken prior to the end of each fiscal year. Vacation days are not cumulative; however, up to three (3) days may be carried over from the

previous year, with the Superintendent's approval. Any days carried over must be taken by the end of the carryover fiscal year.

- e. Vacation days must be taken in not less than one-half (1/2) day increments.
- f. For purpose of computing vacation earned, July 1 through June 30 employment shall be used. The fiscal year shall be used for computing consecutive years.
- g. In the event that an employee terminates his/her employment with the Board, accumulated vacation pay up through the end of the preceding month shall be granted to the employee, providing the employee gives the Board at least two (2) weeks advance written notice of his/her desire to terminate. In the event of an emergency termination, this period may be shortened by mutual agreement of the parties.
- h. In the event that an employee dies while employed by the Board, his/her prorated accumulated vacation pay up through the date of his/her last day of actual work with the Board shall be paid to his estate.

ARTICLE XV
LEAVE PROVISIONS

1. SICK LEAVE

- a. Full-time (12) twelve month employee shall be entitled to, on an annual basis, sick days at a rate of 15 days.

Unused sick days may accumulate from fiscal year to fiscal year, provided the employee remains continuously employed by the Board and further provided that such accumulation of sick leave shall not exceed two hundred and twenty seven (227) days.

Sick days must be taken in increments of not less than one-quarter (1/4) of a day.

- b. Full-time (11) eleven month employee shall be entitled to, on an annual basis, sick days at a rate of 12.5 days.

Unused sick days may accumulate from fiscal year to fiscal year, provided the employee remains continuously employed by the Board and further provided that such accumulation of sick days shall not exceed two hundred and three (203) days.

Sick days must be taken in increments of not less than one-quarter (1/4) of a day.

- c. Full-time (10) ten month employee shall be entitled to, on an annual basis, sick days at a rate of 10 days.

Unused sick days may accumulate from fiscal year to fiscal year, provided the employee remains continuously employed by the Board and further provided that such

accumulation of sick days shall not exceed one hundred and eighty-three (183) days. Effective July 1, 2020, the accumulation of sick days shall not exceed one hundred and eighty (180) days; provided, however, employees with 181, 182 or 183 days as of July 1, 2020, may continue to accumulate up to the amount accumulated as of July 1, 2020, until their accumulation has dropped to 180.

Sick days must be taken in increments of not less than one-quarter (1/4) of a day.

- d. In the event that an employee is sick in excess of three (3) consecutive working days, the Superintendent may request the filing of a doctor's certificate stating the employee is capable of resuming his/her regular duties, or if he reasonably believes there is an abuse of sick leave policy, require an examination by a licensed physician selected by the Board at the Board's expense.
- e. Sick leave may be used in the following cases:
 - 1. Personal illness or injury.
 - 2. Enforced quarantine of the employee in accordance with community health regulations.
 - 3. Illness of a household member (up to the employees annual sick days allotment e.g. 10 days, 12 days, or 15 days as applicable).

2. **PERSONAL LEAVE**

- a. Two (2) personal days in any given contract year, July 1 through June 30, may be granted with full pay. These personal days are non-cumulative from year to year. No reason shall be required to be stated, but the employee must certify in writing that it is for an acceptable reason.
- b. Personal leave day(s) shall be granted, for acceptable reasons, except in cases of extreme hardship or disability to the school system. In the case of a personal emergency, such leave will be granted to the employee regardless of the hardship to the district.
- c. Personal leave day(s) shall be requested a minimum of two (2) days in advance of the day requested. In the event of an emergency, less than the two day notice may be given, but the employee shall notify his supervisor as soon as practical upon learning of the emergency.

3. **FUNERAL LEAVE**

- a. Funeral leave of up to five (5) days may be granted by the Superintendent for a death in the employee's immediate family. Immediate family shall be defined as spouse, spouse's parents, parent, brother, sister, child, brother/sister in-law, grandparents, spouse's grandparents, or grandchildren. Funeral leave of two (2) days may be granted for household members beyond the employee's immediate family.

- b. If notice is given in advance, the employee may use not more than three (3) days of sick leave per fiscal year for going to, attending and returning from funerals of persons other than persons in the employee's immediate family, as defined above or a member of his/her household.

4. **JURY DUTY**

Employees called to jury duty shall be granted the difference between jury pay and their regular pay, provided that such employee gives written notice to the Superintendent or his designee within 48 hours after the employee receives (a) a notice from the court indicating that he/she has been selected for service on a jury panel; or (b) notice to appear in court for service on the jury panel; and upon the employee's return from jury duty, he/she furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

5. **MILITARY LEAVE**

Military leave shall be granted in accordance with Connecticut General Statutes and applicable federal law.

6. **FAMILY AND MEDICAL LEAVE ACT**

All employees under this contract are entitled to all rights under the federal family and medical leave act when eligible.

7. **CHILD BEARING/REARING LEAVE**

All employees under this contract are entitled to leave in accordance with federal and state law.

8. **INSURANCE COVERAGE WHILE ON LEAVE**

While an employee is on approved paid leave, insurance coverage shall be provided in accordance with applicable law.

9. **SENIORITY WHILE ON LEAVE**

Seniority will continue to accrue while an employee is on paid leave. Seniority will continue to accrue while an employee is on unpaid leave, if required by either state or federal law or if for health reasons (subject to documentation, if requested by the Superintendent). If an employee fails to return from either paid or unpaid leave, his/her seniority shall immediately cease.

10. **LEAVE RESTRICTIONS**

A leave shall not be granted or requested for purposes of extending a holiday or vacation or to avoid the use of sick days.

11. **REINSTATEMENT**

An employee who returns to work upon termination of any leave of absence of six (6) months' duration or less shall be reinstated in his/her previous position or a comparable position with the same pay and benefits. An employee who returns to work upon termination of any leave of absence over six (6) months' duration shall be reinstated in his/her previous position, if available, or in an equivalent position for which he/she is qualified, if such position is available, provided that such reinstatement does not require the Board to violate any other employee's rights under the law.

ARTICLE XVI
DISCIPLINE

1. No employee shall be discharged, reduced in work schedule reprimanded or warned in writing or suspended without just cause.
2. All disciplinary actions shall be for just cause and on the basis of graduated discipline, except where the incident is sufficiently egregious so that departure from graduated discipline is warranted.

Disciplinary action may include:

- | | |
|---------------------|--------------------|
| a) Oral warning; | c) Suspension; and |
| b) Written warning; | d) Discharge |

Any of the aforementioned may be independently invoked by the Board depending upon the seriousness of the incident.

3. In the event that an employee is given a written warning, suspended or discharged, a copy of such disciplinary action shall be given to the employee and a copy forwarded to the Association, within 48 hours of the action. In the event that an employee is required to meet with supervisory personnel for disciplinary action, the employee may, at his/her discretion have the Association staff representative or Association steward present at such meeting. If the employee decides during the meeting to have an Association steward or staff representative present, the meeting shall cease until an Association steward or staff representative can be present.

ARTICLE XVII
GRIEVANCE PROCEDURE

1. A grievance shall be defined as a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied. Grievances may be submitted only by employees covered by this contract (whether or not they are members of the Association) or the Association. "Grievants" shall

mean an individual unit member or the Association if a grievance affects a class or group of unit members or the Association as a whole.

2. Any grievance not taken to a higher step in the grievance procedure in accordance with the time limitations below shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subject to further processing. However, any of those time limits, except for the initial filing period may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.
3. "Days" shall mean working days.
4. Procedure:

Step One: The grievant who feels he/she may have a grievance is encouraged to first discuss the issue with the School Principal or immediate supervisor with the objective of resolving the matter. If unresolved, within fifteen (15) days of the occurrence which gives rise to the grievance, the employee must present the written statement of the grievance to the School Principal or immediate supervisor setting forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied and the remedy requested. If the grievance is not filed in the time limit prescribed above, then the grievance shall be deemed to be waived. Within ten (10) days after the School Principal receives such grievance, he/she or his/her designated representative shall give the employee his/her answer in writing.

Step Two: If the grievant is not satisfied with the disposition of the grievance at Step One, he/she may submit the grievance to the Superintendent of Schools, or his/her designee, in writing, within seven (7) days of the answer at Step One. After receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved member of the unit and the President of the Association or his/her designee for the purpose of resolving the grievance. The Superintendent of Schools or his/her designee shall render a written decision to the employee within ten (10) days of receipt of the grievance.

Step Three: If the grievant is not satisfied with the disposition of the grievance at Step Two, he/she may submit the grievance to the Board of Education through the Superintendent, in writing, within ten (10) days of the answer at Step Two. After receipt of the written grievance by the Board of Education, the Board or a subgroup of the Board, consisting of at least three (3) members shall meet with the aggrieved member of the unit and the President of the Association or his/her designee for the purpose of resolving the grievance. The Board of Education or a subgroup consisting of at least three (3) board members shall render a written decision to the employee within thirty (30) days of receipt of the grievance.

Arbitration: In the event the parties are unable to settle the grievance as outlined above, the written grievance may be submitted by the Association to arbitration. Any request for arbitration of a grievance must be made in writing by the Association and must be filed with The American Arbitration Association, or a mutually agreed arbitrator, and the Board not more than ten (10) days from the date of the written response to the grievance by the Board. The arbitrator shall hear and decide only one (1) grievance in each case. However, the arbitrator

may, by mutual consent of the parties hear more than one (1) grievance at a time. The award shall be final and binding as provided by law, but the arbitrator shall have no power to add to, subtract from or modify in any way the provisions of this Agreement.

ARTICLE XVIII
PAYMENT PROCEDURES

1. All employees shall be paid on a biweekly basis and shall be paid on the same day of every other week with the exception of the first pay in the Board's fiscal year and holidays.
2. Travel reimbursement: Employees covered under this agreement will be reimbursed for reasonable mileage and travel expenses for out of district activities incurred in performance of their duties as long as prior approval for such expenses are approved by the Superintendent of Schools and/or the Director of Fiscal Operations.

ARTICLE XIX
PERSONNEL RECORDS

1. An employee covered hereunder shall, upon reasonable advance notice, be permitted to examine and copy any and all materials in his/her personnel file. The Association may have access to any employee's records upon presentation of written authorization by the said employee and with reasonable advance notice. The employee and the Association shall be limited to one free copy of the information contained in his/her file per work year.
2. No new material shall be placed in an employee's personnel file unless he/she has received a current copy of such materials.
3. An employee or the Association may respond in writing to any new material placed in the particular employee's personnel file. If said response is from the employee, it shall be placed in the particular employee's personnel file. If the response was written by the Association, it will be placed in the employee's personnel file only upon presentation of written authorization by said employee.

ARTICLE XX
ASSOCIATION RIGHTS

1. The Board agrees to provide space on a bulletin board in each school that the Association may utilize for the purpose of posting appropriate notices of Association business.
2. Association representatives shall be permitted to enter any of the schools with the approval of the building Principal for the purpose of discussing, processing or investigation of grievances or fulfilling the Association's role as bargaining agent. Such approval shall not be unreasonably withheld.

3. At all times, the operation of the school in a smooth manner shall take precedence over Section 2. If the Principal or Supervisor requires the services of the employee, school business shall come first.
4. A copy of this Agreement shall be placed on the School District's website.
5. The Association may call meetings in an approved school location that is under the jurisdiction of the Board before or after regular hours, providing such meetings do not conflict with other scheduled activities or programs.

ARTICLE XXI
SUBCONTRACTS

The Board has the right to subcontract and/or contract out any or all work performed by bargaining unit cafeteria employees provided that this right shall not be used for the purpose or intention of undermining the Association. The Board will bargain over any impact, not otherwise covered by this Agreement, on bargaining unit employees resulting from said subcontracting and/or contracting out of cafeteria work. The parties agree that the temporary use of a subcontractor in emergencies shall not be considered subcontracting or contracting out of work.

ARTICLE XXII
STRIKES AND LOCKOUTS

The Association agrees that there will be no strikes, slowdowns, sick outs or work stoppages engaged in or participated in by the Association, and the Board agrees that it will not engage in any lockouts during the terms of the Agreement.

Any employee, who ceases work as set forth above, may be disciplined up to and including discharge by the Board. In the event the employee is disciplined, he/she shall have no right to the grievance procedure as set forth in Article XVII. The question of whether the employee engaged in a strike, slowdown, sick out or work stoppage shall be subject to the grievance procedure.

ARTICLE XXIII
SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XXIV
SICK LEAVE BANK

- A. **Purpose** - To provide members with additional leave when such members have exhausted sick leave, vacation and personal time due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.
- B. **Process for activating the sick leave bank** - At the beginning of the first fiscal year and in each September thereafter, Association members will be asked if they would like to donate days to the sick leave bank. Donations will be accepted on a first-come, first-served basis until the total number of days in the bank reaches a maximum of one hundred eighty (180) days. (If the bank already has 180 days on September 1 of a given year, no annual solicitation shall be made at that time.) Those who donate days shall have the days deducted from their total accumulated sick leave. Once donated, the days shall no longer be available to the individual who donated them (unless they end up needing to use the sick leave bank themselves). Donations shall be voluntary. Association members may not donate if such donation reduces his/her available sick days to fewer than 15 days. A member fitting the criteria set forth above may request that the Superintendent/Association activate the sick leave bank.
- C. The bank shall be administered by the Superintendent or his/her designee and an Association representative.
- D. Upon receipt of a request from a member to activate the sick leave bank, the Superintendent and the designated Association representative shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated:
- 1) A member must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - 2) A member must have exhausted all accumulated sick leave, vacation and personal days.
 - 3) A member shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.
- E. If the Superintendent and the Association representative have agreed to activate the sick leave bank, donations will be accepted by the Board on a first come, first serve basis until the number of days donated to the eligible member totals sixty (60) days.
- F. Members who donate paid days to the eligible member shall have the days deducted from their total accumulated sick leave. Once donated, the days shall no longer be available to the member who donated them. Donations shall be voluntary. Once donated, the donated days do not revert to the donating member. Members may not donate if such donation reduces his/her available sick days to fewer than 15 days.

- G. Once donations have been accepted in compliance with the above, the Superintendent and the Association representative may issue a grant of days from the Sick Leave Bank of no more than sixty (60) days to any individual member. In the event of disagreement between the Superintendent and the Association representative regarding eligibility or the number of days to be granted, there shall be no grant of sick leave days from the bank.
- H. The aggregate number of days that may be donated in any school year shall be a maximum of one hundred eighty (180) days.
- I. The decisions of the Superintendent and the Association representative shall be final and binding and not be subject to the grievance procedure or arbitration.
- J. The Superintendent shall notify the Board if the sick leave bank has been activated, including information regarding the number of days that has been allocated from the bank.

ARTICLE XXV
UNIFORMS

All cafeteria employees covered by this contract are required to wear a uniform in performance of their duty. The Board will provide aprons, caps and work shoes. Employees shall purchase their own work shoes provided they conform to Board specs and will be reimbursed up to \$85.00 with a receipt provided by the employee.

ARTICLE XXVI
DURATION

The Board and the Association agree that this Agreement shall be in full force and effect from July 1, 2020 through June 30, 2023.

Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days before expiration hereof.

SIGNATURE PAGE

Regional School District No.
17 Board of Education

Regional School District No. 17
Support Services Association

By: _____

By: _____

By: _____

Date

Date

APPENDIX A

2020-21

<u>Position</u>	<u>Range</u>	
	<u>Minimum</u>	<u>Maximum</u>
Cafeteria Worker	\$13.19	\$14.53
Head Cook	\$16.35	\$18.04
Grade 1 Secretary	\$22.21	\$25.74
Grade 2 Secretary	\$19.03	\$21.55
Paraeducator	\$15.66	\$20.54
Media Coordinator	\$21.74	\$23.93

An annual stipend of \$1100 (Prorated if less than a 1.0 FTE) will be paid to the paraeducators who provide discrete instruction/training in a type of strategy that falls under the umbrella of Applied Behavioral Analysis (ABA) and is supervised by a Board Certified Behavioral Analyst (BCBA).

For 2020-21, employees between the above ranges, and those at the range minimum with a hire date prior to July 1, 2020 shall receive a 2.25% increase. Employees whose pay rate is above the maximum shall receive a 1.5% increase. The minimum and maximum for the Cafeteria Worker classification has been increased \$.50/hr; employees in the Cafeteria Worker classification who are between minimum and maximum shall receive a \$.50/hr increase. All wage increases for 2020-21 will be retroactive, which retroactive payment will be paid out in a lump sum as soon as practical after ratification by the Association and approval by the Board.

2021-22

<u>Position</u>	<u>Range</u>	
	<u>Minimum</u>	<u>Maximum</u>
Cafeteria Worker	\$13.69	\$15.03
Head Cook	\$16.60	\$18.31
Grade 1 Secretary	\$22.54	\$26.13
Grade 2 Secretary	\$19.32	\$21.87
Paraeducator	\$15.90	\$20.85
Media Coordinator	\$22.07	\$24.29

An annual stipend of \$1100 (Prorated if less than a 1.0 FTE) will be paid to the paraeducators who provide discrete instruction/training in a type of strategy that falls under the umbrella of Applied Behavioral Analysis (ABA) and is supervised by a Board Certified Behavioral Analyst (BCBA).

Effective July 1, 2021, employees whose paid rate is between the above ranges shall receive a 2.25% increase; employees whose pay rate is above the maximum will receive a 1.5% increase.

The minimum and maximum rate for the Cafeteria Worker classification has been increased \$.50/hr. In addition, employees in that classification whose rate of pay is between the minimum and maximum will also receive a \$.50/hr increase.

2022-23

<u>Position</u>	<u>Range</u>	
	<u>Minimum</u>	<u>Maximum</u>
Cafeteria Worker	\$14.19*	\$15.53
Head Cook	\$16.89	\$18.63
Grade 1 Secretary	\$22.94	\$26.58
Grade 2 Secretary	\$19.65	\$22.25
Paraeducator	\$16.17	\$21.22
Media Coordinator	\$22.45	\$24.72

An annual stipend of \$1100 (Prorated if less than a 1.0 FTE) will be paid to the paraeducators who provide discrete instruction/training in a type of strategy that falls under the umbrella of Applied Behavioral Analysis (ABA) and is supervised by a Board Certified Behavioral Analyst (BCBA).

Effective July 1, 2022, employees whose pay rate is between the above ranges will receive a 2.5% increase; employees whose pay rate is above the maximum will receive a 1.75% increase.

The Cafeteria Worker classification minimum and maximum rates have increased \$.50/hr; employees in that classification whose pay rate is between the minimum and maximum will also receive a \$.50/hr increase.

*Cafeteria Worker minimum rate will increase to \$15.00 effective June 1, 2023, pursuant to Connecticut Public Act 19.4.