

AGREEMENT

between the

**SHEPAUG VALLEY REGIONAL SCHOOL
DISTRICT NO. 12
BOARD OF EDUCATION**

and the

SHEPAUG VALLEY CLERICAL EMPLOYEES

**Local 1303 of Council #4, Chapter 131
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

July 1, 2021 - June 30, 2024

TABLE OF CONTENTS

| | |
|---|-----------|
| Article I - Recognition | 1 |
| Article II - Coverage | 1 |
| Article III - Management's Rights | 1 |
| Article IV - Seasonal and Substitute Employees..... | 2 |
| Article V - Union Security | 2 |
| Article VI - Hours of Work | 3 |
| Article VII - Overtime | 4 |
| Article VIII - Report and Call-In Pay | 5 |
| Article IX - Holidays | 5 |
| Article X - Wages | 6 |
| Article XI - Sick Leave | 7 |
| Article XII - Vacations | 8 |
| Article XIII - Seniority | 9 |
| Article XIV - Leave Provisions | 11 |
| Article XV - Union Representation | 12 |
| Article XVI - Grievance Procedure..... | 13 |
| Article XVII - Insurance | 14 |
| Article XVIII - Discipline and Discharge..... | 16 |
| Article XIX - Safety and Health..... | 16 |
| Article XX - Miscellaneous | 17 |
| Article XXI - Duration | 18 |
| Appendix A - Hourly Wages - Effective July 1, 2021 | 20 |
| Appendix B - Hourly Wages - Effective July 1, 2022 | 20 |
| Appendix C - Hourly Wages - Effective July 1, 2023 | 20 |
| Memorandum of Agreement | 21 |

Agreement Between the
Shepaug Valley Regional School District No. 12
Board of Education
and the
Shepaug Valley Clerical Employees
Local 1303 of Council #4
American Federation of
State, County and Municipal Employees
AFL-CIO

This Agreement made and entered into on signing on _____, 2021 between the Shepaug Valley Regional School District, hereinafter referred to as the "Board" and the Shepaug Valley Clerical Employees, Local 1303 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

Section 1.0

The Board hereby recognizes the Union as the sole and exclusive representative for all School Secretaries, Library Clerks, Lab Technicians, Administrative Assistants, Educational Assistants, Educational Technology Specialists and Paraprofessionals (working a minimum of twenty-five (25) hours per week) employed by the Board for bargaining with respect to wages, hours and other conditions of employment, excluding seasonal and substitute employees as defined in Article IV.

ARTICLE II
COVERAGE

Section 2.0

The provisions of this Agreement shall be binding upon the Board and its successors, and any and all terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, transfer or assignment of the Board of any, or all, of its property, or affected or changed in any respect by any change in the legal status or management.

ARTICLE III
MANAGEMENT'S RIGHTS

Section 3.0

It is agreed that except as delegated, abridged, granted or modified by this Agreement, all of the rights and authority the Board had prior to the signing of this Agreement are retained by the Board and remain the exclusive right of management. The "Board" shall refer to the Board of Education or a committee thereof. The "Superintendent" shall refer to the Superintendent or his or her designee.

**ARTICLE IV
SEASONAL AND SUBSTITUTE EMPLOYEES**

Section 4.0

Seasonal employees are employees hired for a period not to exceed sixty (60) working days.

Section 4.1

Substitute employees are employees hired to fill the position of bargaining unit employees for periods of sick leave or other extended leaves of absence; provided, however, that any person regularly used as a substitute for a regular employee during such leaves or other absences as aforesaid for more than sixty (60) consecutive days in any year of this Agreement shall be deemed to be an employee under the terms of this Agreement.

**ARTICLE V
UNION SECURITY**

Section 5.0

The Board agrees to deduct from the pay of all its employees who authorize such deductions from their rates, such membership dues, initiation fees and reinstatement fees or service fees as may be fixed by the Union. The Union 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 and dues. In addition, the Union shall furnish the Board with a voluntary statement signed by the employee authorizing the Board to make such deduction(s). This statement is to be accepted by the Board.

Section 5.1

The monthly dues to the Union will be accompanied by a list of names of employees from whom such deductions have been made.

Section 5.2

The Union agrees to hold the Board harmless and indemnify the Board for any and all claims, demands, suits, damages or liabilities, including attorney's fees related to or arising out of the implementation of this Article.

**Clerical/Paraprofessional Agreement
Region 12 Board of Education
July 1, 2021 to June 30, 2024**

**ARTICLE VI
HOURS OF WORK, PAID TIME OFF**

Section 6.0

The following shall constitute the regular workday, week and year for each classification, as well as paid time off allowances. For new employees, paid time off allowances shall be granted after completion of the probationary period and shall be prorated monthly for the academic year beginning July 1. For employees working more than 5.5 hours per day, the Hours per Day is inclusive of a paid uninterrupted one-half (½) hour meal period.

| Classification | Location(s) | # of Positions | Days (D) or Months (M) per Year | Hrs. per Day | Hrs. per Wk. | Vacation 1-5 Yrs/ 6-11 Yrs/ 12+ Yrs | Sick | Personal | Family Illness** | Bereavement | Paid Holidays |
|---|--------------|----------------|---------------------------------|--------------|--------------|-------------------------------------|------|----------|------------------|-------------|---------------|
| Administrative Assistant to the Principal | SVS | 1 | 12M | 8 | 40 | 10/15/20 | 15 | 3 | 5 | 3 | All |
| Secretary to Principal | WPS, BS, BFS | 3 | 12M | 8 | 40 | 10/15/20 | 15 | 3 | 5 | 3 | All |
| Secretary Guidance | SVS | 1 | 200D | 8 | 40 | 6.5/10/13 | 12 | 3 | 5 | 3 | 2 through 12 |
| Secretary | SVS | 1 | 200D | 8 | 40 | 6.5/10/13 | 12 | 3 | 5 | 3 | 2 through 12 |
| Educational Tech Specialist | District | 3 | 12M | 8 | 40 | 10/15/20 | 15 | 3 | 5 | 3 | All |
| Educational Assistant | District | 5 | 188D | 5.5 | 27.5 | 0 | 10* | 3 | 5 | 3 | 2 through 12 |
| Library Clerk | SVS | 1 | 188D | 7 | 35 | 0 | 10* | 3 | 5 | 3 | 2 through 12 |
| Library Clerk | WPS, BFS | 2 | 188D | 6 | 30 | 0 | 10* | 3 | 5 | 3 | 2 through 12 |
| Paraprofessional | District | 10 | 188D | 7.25 | 36.25 | 0 | 10* | 3 | 5 | 3 | 2 through 12 |
| Paraprofessional | District | 7 | 188D | 5.75 | 28.75 | 0 | 10* | 3 | 5 | 3 | 2 through 12 |
| Paraprofessional (Grant Funded) | District | 3 | 188D | 5.75 | 28.75 | 0 | 10* | 3 | 5 | 3 | 2 through 12 |

NOTE: The number of positions in any category is subject to the Board's right to create and eliminate positions.

* Sick leave is earned one day per month

** Family illness days are subtracted from sick leave

Section 6.1

The normal work week will consist of five (5) days, Monday through Friday.

Section 6.2

The Board agrees to schedule one (1) paid rest period of fifteen (15) minutes each for employees working six (6) or more hours per day.

Section 6.3

The Pupil Personnel Director will continue to define the workday, work week and work year and all assignments for paraprofessionals based upon the needs of the school district. Should a reduction in work hours be contemplated, the affected employee and the Union shall be provided fourteen (14) days' notice of such reduction.

Section 6.4

Should a reduction in work hours be contemplated for Paraprofessionals and Educational Assistants, the affected employee and the local union president shall be given as much advance notice as possible.

ARTICLE VII
OVERTIME

Section 7.0

Time and one-half the employee's regular straight time hourly rate shall be paid for all work performed in excess of a 40 hour work week.

Section 7.1

Double the employees hourly rate shall be paid to all employees who are required to work on Sundays after 40 hours of work have been completed in the same work week. Time and one half shall be paid for all work performed after 40 hours of work have been completed in the same work week. Time worked does not include sick time, vacation time, holidays or unpaid leave.

Section 7.2

The Board agrees to distribute overtime equally among the employees within each school and classification and to give the employees concerned as much notice of expected overtime work as is possible. If employees within a school are not available for overtime, employees from other schools may perform the overtime work. If no employee is available within the classification, the work may be performed by others.

Section 7.3

The Board agrees to allow the Union Steward to examine the overtime work records of each bargaining unit employee.

**ARTICLE VIII
REPORT AND CALL-IN-PAY**

Section 8.0

Any employee who has left the Board's premises and who is called back to work after the termination of his/her regular shift or prior to his/her regular shift, shall receive either a minimum of two (2) hours work or two (2) hours pay at the overtime rate.

**ARTICLE IX
HOLIDAYS**

Section 9.0

Board designated holidays are enumerated below. Employees covered by this Agreement shall receive the day off with holiday pay at their established hourly rate for each holiday designated for each classification in Article VI. The numbers below correspond to the holiday numbers in Article VI. Floating holidays are to be scheduled with the advance approval of the Superintendent or his or her designee.

- 1 - Independence Day
- 2 - Labor Day
- 3 - Columbus Day/Indigenous People's Day
- 4 - Veteran's Day
- 5 - Thanksgiving Day
- 6 - Day after Thanksgiving
- 7 - Christmas Day
- 8 - New Year's Day
- 9 - Martin Luther King Day
- 10 - President's Day
- 11 - Good Friday
- 12 - Memorial Day
- 13 - Floating Holiday
- 14 - Floating Holiday
- 15 - Day before Christmas

Section 9.1

Double time shall be paid for all hours worked on any of the holidays above. Holiday work requires prior approval of the Superintendent or his or her designee.

Section 9.2

Should any of the above dates listed fall on a Sunday, the holiday is to be observed on the following Monday, provided school is not in session. If a holiday falls on a Saturday, employees are to be granted equivalent time off on the Friday immediately preceding such Saturday, provided school is not in session. If school is in session on the above holidays, the

**Clerical/Paraprofessional Agreement
Region 12 Board of Education
July 1, 2021 to June 30, 2024**

employee will receive an alternate holiday to be chosen by the Board of Education.

Section 9.3

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and shall not be deducted from an employee's vacation time.

Section 9.4

Any employee called in and reporting for work on any of the holidays above, or the days on which they are observed, shall be guaranteed his/her normally scheduled work day hours or pay in lieu thereof.

**ARTICLE X
WAGES**

Section 10.0

The wage rates, which shall be effective during the term of this Agreement, are set forth in Appendix A, B, and C annexed hereto and made a part hereof.

Section 10.1

When an employee is required to work away from the Board's premises, he/she shall be paid his/her average hourly earnings for all time spent traveling in addition to the current I.R.S. mileage rate per mile traveled in the employee's own car.

Section 10.2

All employees covered under this agreement are expected to receive their pay through direct deposit. Once enrolled in direct deposit it is the responsibility of the employee to immediately notify payroll department of any changes in their election. Employees covered under this agreement shall cooperate in filling out the required direct deposit information forms.

Section 10.3

- a) Longevity payments shall be made to employees annually in the first payroll period after July 1.
- b) Payment shall be calculated as follows:
 - 15 years of service - Two hundred dollars (\$200.00) and fifty dollars (\$50.00) accumulative for each year of completed service thereafter to twenty (20) years of service.

Paraprofessionals are not included in Section 10.3 benefit.

ARTICLE XI
SICK LEAVE

Section 11.0

An employee hired after July 1 shall be granted paid sick leave prorated on the basis of one (1) day per month through the next June 30th of this Agreement and then be granted paid sick leave days each July 1st thereafter.

Section 11.1

Unused sick leave shall be accumulated to a one hundred seventy-five (175) day maximum.

Section 11.2

To the extent that the Board utilizes an automated system for employees covered by this agreement to report an absence due to illness, employees shall use such automated system for reporting their absences. If an employee is sick he/she will notify his/her principal or supervisor as soon as possible before his/her shift starts.

Section 11.3

- a) If an employee's paid sick leave is exhausted during a sick leave absence, the Board shall notify the employee of same.
- b) Upon said notification, the employee shall notify the Board of his/her medical status and if known, his/her approximate return to work date.
- c) If any questions arise concerning an employee's extended sick leave absence (unpaid sick leave), the Board shall meet with the Union to discuss same.
- d) Except as provided in Section 14.7 for family illness, an employee will not be paid for any sick leave taken after his/her paid sick leave has been exhausted. An employee must request permission from the Superintendent's office to take any unpaid sick leave after his/her paid sick leave has been exhausted.

Section 11.4

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

Section 11.5

- a) Upon retirement of an employee under the Pension Plan, he/she shall be paid at a rate of ten (\$10.00) dollars per day for all unused accumulated sick days.
- b) Upon the death of an employee, the employee's beneficiary shall be paid at a rate of ten (\$10.00) dollars per day for all unused accumulated sick leave days.
- c) No payment shall otherwise be made for unused sick days upon retirement, resignation or termination of an employee, except as provided in 11.5 a) and 11.5 b) above.

Section 11.6

Each employee, on an individual voluntary basis, may make a 'Deposit' each year of not more than one (1) day per year to a Sick Leave Bank to be utilized whenever an employee (because of major illness, status change or other extreme extenuating circumstances) exhausts all other paid benefits in the contract. The Union Executive Board will then meet with the Superintendent to administer 'benefits' from such bank as may be present.

**ARTICLE XII
VACATIONS**

Section 12.0

Each employee shall be granted vacation time as set forth for the designated classification in Article VI.

Section 12.1

The vacation period shall be from July 1st through June 30th, by permission of the Superintendent of Schools when schools are not in session. An employee may take up to five (5) days vacation during the school year with the permission of the Superintendent, which shall not be unreasonably withheld. Once vacation is pre-approved employees notifying Board of illness, will have such day counted as 'vacation' time.

Section 12.2

The Board will attempt to arrange the vacation of an employee at a time which suits the employee. Employees having the greatest seniority will be given first choice in selecting the time of their vacation, based on the needs of the school at which they are employed. No more than 5 days can be carried over to the next year and only with the permission of the Superintendent. All requests to carry over days must be made to the Superintendent in writing by June 1. Total carryover account cannot exceed 5 days.

Section 12.3

Pro-rata accumulated vacation pay shall be granted to the employee upon termination of his/her service with the Board.

Section 12.4

If an employee dies while an employee of the Shepaug Valley. Regional School District No. 12 Board of Education, payment will be made to the employee's designated beneficiary in an amount equal to the said employee's base pay for accumulated vacation days.

**ARTICLE XIII
SENIORITY**

Section 13.0

All new employees shall serve a probationary period of sixty (60) workdays. "Workdays" shall be defined as days that the employee actually attended work. During the probationary period, an employee may be discharged or disciplined with or without cause at the sole discretion of the school administration. Employees shall have no access to the grievance procedure, nor will they receive insurance benefits during their probationary period. Upon completion of this probationary period, the seniority of each new employee shall date from the date of hiring.

Section 13.1

The length of continuous service of the employee with the Board shall determine seniority of the employee.

Section 13.2

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

Employees in need of disability accommodations transfer under the Americans With Disabilities Act shall be given priority consideration for lateral or downgrade placements.

Section 13.3

Seniority shall be lost for the following reasons:

- a) Voluntary quitting
- b) Discharge for cause
- c) Failure to return to work from layoff after being recalled

Section 13.4

- a) Notice of any vacancy in any position shall be posted for a period of five (5) working days on designated employee bulletin boards in each school.
- b) Vacancies shall be filled with the best qualified individual applicant as determined by Board of Education and/or Superintendent whether inside or outside the system; due consideration will be given "inside" employees. Educational needs of students and school system, coupled with the qualifications of the applicants from within or outside the school system, as determined by the board of Education and/or superintendent shall be the guiding factors in filling any and all such vacancies.

Section 13.5

Any employee promoted who has been employed by the Board for three (3) years or more shall serve a probationary period of thirty (30) working days.

Section 13.6

Any employee promoted who has been employed by the Board for less than three (3) years shall serve a probationary period of fifty (50) working days.

Section 13.7

If the Board is not satisfied with the employee's performance, during the probationary period after the employee has been promoted, the employee shall have the option to return to his/her position at a salary not less than the employee was receiving prior to the promotion, if the previous position remains unfilled.

Section 13.8

The Board shall prepare and maintain, subject to examination by the Union, a seniority list to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list annually.

Section 13.9

Layoffs shall be within classification by seniority as defined by Section 13.1, with the least senior employee first. The local union president shall be given as much advance notice as possible.

Section 13.10

Any employee about to be laid off shall receive two (2) weeks' notice or the equivalent in wages.

Section 13.11

Laid off employees with the most seniority in the classification of the vacant position shall be offered to be rehired first.

Section 13.12

The right of seniority in re-employment shall be accorded to a laid off employee within the same classification as the vacancy prior to new employees being hired, provided such laid off employee responded to a call to report for work not more than five (5) working days after such notice is sent to him/her by email or text to the email account or cell phone number on file with the Board that the employee provides at the time of layoff. If such laid off employee does not respond to the email or text message within said five (5) working day period and/or is not available to return to work within ten (10) working days of the email or text, the laid-off employee shall lose all rights of seniority and recall.

Section 13.13

Recall rights for laid off employees shall be for one (1) year from the date of layoff. Employees shall not accumulate seniority while on layoff, for up to one (1) year, but upon recall be credited for the total amount of earned continuous seniority they had prior to layoff. The recall rights of a laid off employee expire after one year from the date of layoff.

**ARTICLE XIV
LEAVE PROVISIONS**

Section 14.0

Personal leaves of absence without pay may be granted at the discretion of the Superintendent for thirty (30) working days renewable up to ninety (90) working days. Denial of same shall not be subject to the grievance procedure.

Section 14.1

An employee on a personal leave for any period exceeding thirty (30) days shall reimburse the Board monthly for the cost of group insurance if the employee elects to maintain coverage during his/her leave of absence.

Section 14.2

Absence for jury duty shall be granted when an employee is required to serve. Such employee will be paid his/her full weekly salary.

Upon receipt of his/her jury duty stipend, the employee shall submit same to the Office of the Superintendent.

Section 14.3

- a) Employees may be absent for a total of three (3) paid days per year for personal business. These days shall be granted with reason and approval by the Superintendent of Schools.
- b) Request forms for leave days shall be made five (5) days in advance, unless said day was of an emergency type nature, then forms shall be submitted on the employee's next work day following the personal leave day.
- c) Personal leave days are not cumulative.

Section 14.4

Personal Business Days are not designed for the extension of vacation periods or holidays but are designed to conduct personal business that must be conducted during the working day. Personal Business Days immediately before or after holidays or vacations must be requested with reasons in writing ten (10) days in advance. These days may be approved at the discretion of the Superintendent.

Section 14.5

In the event of a death in the immediate family of an employee, such employee shall receive three (3) days paid leave per instance.

Section 14.6

Immediate family means husband, wife, children and any other members of the same household, father, mother, brothers and sisters, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren. In exceptional cases, additional time with pay may be granted by the Superintendent of Schools.

Section 14.7

In the event of illness of a member of the immediate family living in the same household as the employee, the employee may use up to five (5) paid days from the employee's sick day accumulation.

Section 14.8

Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as temporary disabilities for all job related purposes. Seniority shall remain unbroken from the commencement through the termination of maternity leave.

Section 14.9

Accumulated sick leave shall be available for use during the period of such disability provided, any employee who remains physically unable to work shall be required to prove the disability through a doctor's certification of inability to return to work due to physical illness or disability.

Section 14.10

If upon submission of satisfactory medical evidence concerning the employee's condition, and upon the further submission of evidence satisfactory to the Board that the employee is able to resume her normal duties, the employee shall be reinstated to a position of the same or comparable to the position she held prior to the commencement of the maternity leave, provided, taking into consideration the needs of the Board, that such a position is available.

**ARTICLE XV
UNION REPRESENTATION**

Section 15.0

The Board recognizes and will address issues directly with the Union representatives with respect to all matters relating to grievances, interpretations of the Agreement, or in any other matters which affect, or may affect, the relationship between the Board and the Union.

Section 15.1

Release time may be provided the Union Steward and to the Union President to administer the contract, provided, however, such release time is approved by the Superintendent of Schools. It is expected that in order to approve time for affairs of the Union, specific reason therefore is provided.

**ARTICLE XVI
GRIEVANCE PROCEDURE**

Section 16.0

A grievance shall mean a complaint filed by a bargaining unit member that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement affecting the employee.

Section 16.1 - Procedure

Level I - Appropriate Administration

An employee with a grievance shall reduce it to writing and discuss it with his/her Principal with the objective of resolving the grievance informally. Any grievance not filed in writing within ten working days of the occurrence giving rise thereto shall not thereafter be considered a grievance under this agreement.

Level II - Superintendent

In the event the aggrieved party or Union is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she shall file the grievance with the Superintendent of Schools within five (5) working days after their joint meeting with the Pupil Services Director or the Principal. The Superintendent shall render a written decision within ten (10) working days of receipt of the written grievance, following a meeting with the grievant and the Steward.

Level III - Board of Education

Should the grievance not be resolved to the satisfaction of the Union at Level II, it may be referred in writing to the Board. Within twenty (20) working days, a sub-committee of the Board shall meet with the Union for the purpose of resolving the grievance. A record of this hearing shall be kept by the Superintendent and shall be made available to the participants upon request. The Board shall, at their next meeting, render its decision and the reasons therefore in writing to the aggrieved party and Union.

Section 16.2

If a grievance answer is not satisfactory to the Union, it shall first notify the Board that it is appealing the grievance decision to arbitration. Between fourteen (14) and twenty-one (21) days after notifying the Board, the Union shall submit the grievance to arbitration before the Connecticut State Board of Mediation and Arbitration unless the Board notifies the Union within fourteen days after receiving such notification that it elects to have the grievance heard by the American Arbitration Association, in which case the Board shall pay the full cost of the arbitrator's fees.

The arbitrator or arbitration panel shall hear and decide only one (1) grievance at a time. The award of the arbitrator or arbitration panel shall be final and binding as provided by law. The arbitrator or arbitration panel shall be bound by and must comply with all the terms of this

Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties except as provided above.

Section 16.3

Any time limits specified within this Article may be extended by mutual written agreement of the Union and the Board. Failure by either the grievant or Union to appeal the grievance to the next level within the specified time period shall be deemed an acceptance of the answer at that level. Failure by either the Board or administration to answer within the time limits specified above shall allow the grievant or the Union to proceed to the next level.

**ARTICLE XVII
INSURANCE**

Section 17.0

The Board shall provide the High Deductible Health Plan (HDHP) as set forth below for each unit member eligible to receive such coverage under the terms of each insurance contract, with the following general description:

I. HDHP/HSA (High Deductible Health Plan / Health Savings Account)

a) High Deductible Health Plan with a Health Savings Account

| | |
|------------------------------|-----------------|
| * In-network Deductible | \$2,000/\$4,000 |
| * In-Network Coinsurance | 100 % |
| * Out-of-network Coinsurance | 80 %/20 % |
| * Out-of-network Maximum | \$4,000/\$8,000 |
| * Preventive/Wellness | 100 % |

The employer is to contribute 50% of the deductible; according to the following schedule:

50% - First Payroll after July 1st

50% - First payroll after January 1st

- b) Upon satisfaction of the deductible, prescriptions subject to \$5 co-pay for generic drugs, \$25 co-pay for formulary (listed) drugs and \$40 co-pay for non-formulary (non-listed) drugs. Mail order prescriptions' co-pay is twice the applicable co-pay.
- c) Health insurance, including dental insurance, provided by the Board shall be subject to an employee contribution of the total cost of the employee's insurance coverage, including any dependent coverage, of 10% commencing July 1, 2021, 11% commencing July 1, 2022, and 12% commencing July 1, 2023.

II.

- a) Full Service Dental Plan with riders A and C.
- b) Group Life Insurance Coverage equal to annual base salary rounded up to the next \$1,000.
- c) Employees may elect to have such contributions made on a pre-tax basis in accordance with the Board's Section 125 I.R.S. Plan.
- d) The Board may change insurance carriers or self-insure for all of or for some of the aforementioned insurance, provided substitute insurance coverage is substantially equivalent to those listed above.
- e) The Board shall offer each eligible person an opportunity to enroll members of his or her family under the coverage described in Section 17.0 with deductible, co-pay and premium cost sharing provisions as noted. To be eligible for insurance benefits a member must be employed at least thirty-five (35) hours a week, in at least a one hundred eighty (180) day position or otherwise as provided in the Affordable Care Act. Current employees (hired prior to 6/30/99) who do not meet these criteria will be 'grandfathered'.
- f) If the Board determines that a change in a local, state or federal statute or regulation will increase the cost of the health plan 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 increase, in accordance with the Municipal Employees Relations Act (MERA).

Section 17.1

- a) Whenever an employee included in this Agreement has lost time and is entitled to Workers' Compensation temporary total disability benefits, the employee will be paid his/her full weekly salary, less applicable taxes for up to four (4) weeks; after that time, the employee will be paid the Workers' Compensation pay out rate and will be paid directly from Workers' Compensation. Whenever an employee included in this Agreement has lost time and is entitled to Workers' Compensation temporary partial disability benefits, if the Board has no light duty work available for the employee to perform, the employee will be paid his/her regular hourly rate for the regular work week, less applicable taxes for up to four (4) weeks; after that time, the employee will be paid the Workers' Compensation pay out rate and will be paid directly from Workers' Compensation.
- b) Upon receipt of his/her Workers' Compensation benefit check(s), the employee shall submit same to the Office of the Superintendent.

Section 17.2

Employees working twenty (20) hours or more per week or five (5) months per year, presently enrolled in the Pension Plan, will remain covered under the Plan at no cost to them. New employees will be enrolled in the Plan, in accordance with the Plan's provisions for enrollment, at no cost to them. Employees who retire after the effective date of this agreement may enroll in Board group health insurance plans at their own cost up to age 65. This

provision shall be subject to negotiation for the year commencing July 1, 2022, and the Board reserves the right to invite other affected bargaining units to participate in such negotiations.

Section 17.3

Employees on paid sick leave shall receive all benefits stated in this Article, except as otherwise provided in this Agreement.

Section 17.4

The Board may change or substitute insurance carriers for the above-referenced health benefit program as long as the level of benefits are substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific.

The Board shall notify AFSCME of its intention to change prior to changing. In the event the Union rejects the proposed change in insurance carriers, the issue will be submitted to the Connecticut State Board of Mediation and Arbitration, as per Article 16, Section 16.2. The Board will not change to the new insurance carrier until the Arbitrator's decision has been issued in writing.

**ARTICLE XVIII
DISCIPLINE AND DISCHARGE**

Section 18.0

No non-probationary bargaining unit employee shall be discharged, suspended without pay, demoted, or otherwise disciplined without just cause. In all cases where a written disciplinary document is prepared, the employee and the union steward shall receive a copy of the action taken promptly.

**ARTICLE XIX
SAFETY AND HEALTH**

Section 19.0

Both parties to the Agreement hold themselves responsible for mutual, cooperative enforcement of safety regulations.

Should an employee complain that his work required him to be in situations unsafe or unhealthy in violation of acceptable safety regulations, the matter shall be considered immediately.

ARTICLE XX
MISCELLANEOUS

Section 20.0

If any provisions of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.

Section 20.1

It is understood that the Board may subcontract out bargaining unit work provided that such subcontracting does not result in a layoff of the employees in the bargaining unit.

Concerning Paraprofessionals, it is understood that the Board may subcontract out bargaining unit work provided that, in the Board's judgment, bargaining unit members do not possess the skills, qualifications, expertise and/or experience to perform such work.

Section 20.2

If an employee is not able to report to work because of a travel ban imposed by the Governor because of an act of nature (i.e., snowstorms, hurricanes, etc.), or if the Superintendent cancels school for the day for the similar reasons he/she shall not suffer loss of pay. 188-day employees will make up the day (and related income) when the day is rescheduled. Other employees will generally work the day unless all schools and district offices are closed by the Governor or by the Superintendent. If school is in session and is closed early due to storms or other emergencies, all employees covered by this Agreement may leave without pay when the faculty leaves. The Superintendent, at his or her discretion, may dismiss individuals or collectively the whole work force, with pay.

Section 20.3

The Board shall allow bulletin board space at each worksite for the Union to use. These are to be designated as employee's bulletin boards.

Section 20.4

Upon Ratification of this agreement the board will produce sufficient copies of the agreement and the local union president will be responsible for distribution to each employee covered by this agreement.

Section 20.5

Where reference is made to the female gender throughout this Agreement, it shall also apply to the male gender.

Section 20.6

The Board shall provide the Council 4 Representative with a copy of the Agreement at the time of signing, and new employees will be provided with access to an electronic copy at the time they are hired.

Section 20.7

- a) Professional days, with the Superintendent's approval, may be granted to employees whose job classifications are related to the topic of the conference. Same may be suggested by the employee(s) or the Board.
- b) The Board shall be responsible for all costs (i.e., registration fees, mileage and meals if not included in the cost of the registration fee).
- c) If a conference falls on a work day the employee(s) shall receive his/her full pay. If the conference falls on a non-work day (i.e., during the summer months) the employee(s) shall also receive a full day's pay. If a conference falls on a Saturday or Sunday during the employee's work year, overtime rates, per Article VII, shall only be applicable if the employee worked over forty (40) hours in that week.
- d) The Board agrees to protect and hold harmless bargaining unit members pursuant to the provisions of Conn. Gen. Stat. § 10-235.

Section 20.8

Contract negotiations shall commence not later than one hundred fifty (150) days prior to the expiration of this Agreement.

Section 20.9

The Board will provide space at a mutually-agreed time for the AFSCME representative to meet with new hires in the bargaining unit for thirty minutes during their regularly-scheduled shift, within thirty (30) days of their start date. Management shall not be present during the Union's orientation.

**ARTICLE XXI
DURATION**

Section 21.0

This Agreement shall take effect on when executed by both parties and shall remain in full force and effect until June 30, 2024, with successor negotiations to take place pursuant to the Municipal Employees Relations Act. Only the increase in salary shall be retroactive to July 1, 2021.

Clerical/Paraprofessional Agreement
Region 12 Board of Education
July 1, 2021 to June 30, 2024

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be signed and executed by its mutually authorized officers and representatives as of the 9th day of December, 2021.

SHEPAUG VALLEY REGIONAL SCHOOL
DISTRICT #12 BOARD OF EDUCATION



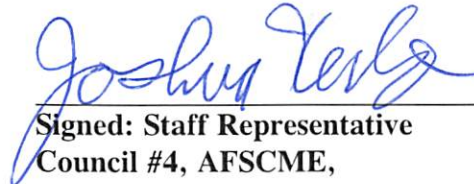
Signed: GREGORY J. CAVA
ITS CHAIRMAN

Signed: _____

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



Signed: President



Signed: Staff Representative
Council #4, AFSCME,
AFL-CIO

**Clerical/Paraprofessional Agreement
Region 12 Board of Education
July 1, 2021 to June 30, 2024**

APPENDIX A

July 1, 2021

| CLASSIFICATION | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Administrative Assistant | \$23.87 | \$24.52 | \$25.17 | \$26.12 | \$27.07 |
| Secretary to Principal | \$22.58 | \$23.23 | \$23.89 | \$24.81 | \$25.75 |
| Secretary | \$20.89 | \$21.65 | \$22.39 | \$23.29 | \$24.19 |
| Educational Assistants | \$18.95 | \$19.55 | \$20.14 | \$21.00 | \$21.87 |
| Paraprofessionals | \$18.95 | \$19.55 | \$20.14 | \$21.00 | \$21.87 |
| Library Clerk | \$19.66 | \$20.21 | \$20.77 | \$21.66 | \$22.54 |
| Laboratory Technical | \$25.54 | \$26.32 | \$27.09 | \$28.25 | \$29.42 |
| Educational Tech Specialist | \$27.36 | \$28.20 | \$29.01 | \$30.02 | \$31.05 |

* Employees not at the top step will advance one step on the wage schedule.

APPENDIX B

July 1, 2022

| CLASSIFICATION | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Administrative Assistant | \$24.47 | \$25.13 | \$25.80 | \$26.77 | \$27.75 |
| Secretary to Principal | \$23.14 | \$23.81 | \$24.49 | \$25.43 | \$26.39 |
| Secretary | \$21.41 | \$22.19 | \$22.95 | \$23.87 | \$24.79 |
| Educational Assistants | \$19.42 | \$20.04 | \$20.64 | \$21.53 | \$22.42 |
| Paraprofessionals | \$19.42 | \$20.04 | \$20.64 | \$21.53 | \$22.42 |
| Library Clerk | \$20.15 | \$20.72 | \$21.29 | \$22.20 | \$23.10 |
| Laboratory Technical | \$26.18 | \$26.98 | \$27.77 | \$28.96 | \$30.16 |
| Educational Tech Specialist | \$28.04 | \$28.91 | \$29.74 | \$30.77 | \$31.83 |

* Employees not at the top step will advance one step on the wage schedule.

APPENDIX C

July 1, 2023

| CLASSIFICATION | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Administrative Assistant | \$25.08 | \$25.76 | \$26.45 | \$27.44 | \$28.44 |
| Secretary to Principal | \$23.72 | \$24.41 | \$25.10 | \$26.07 | \$27.05 |
| Secretary | \$21.95 | \$22.74 | \$23.52 | \$24.47 | \$25.41 |
| Educational Assistants | \$19.91 | \$20.54 | \$21.16 | \$22.07 | \$22.98 |
| Paraprofessionals | \$19.91 | \$20.54 | \$21.16 | \$22.07 | \$22.98 |
| Library Clerk | \$20.65 | \$21.24 | \$21.82 | \$22.76 | \$23.68 |
| Laboratory Technical | \$26.83 | \$27.65 | \$28.46 | \$29.68 | \$30.91 |
| Educational Tech Specialist | \$28.74 | \$29.63 | \$30.48 | \$31.54 | \$32.63 |

* Employees not at the top step will advance one step on the wage schedule.


MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations, Region 12 Board of Education (the "Board") and Shepaug Valley Clerical Employees, Local 1303, Council #4, Chapter 131, AFSCME, AFL-CIO (the "Union"), reached the following additional agreements:

1. The position of Guidance Secretary will be reduced from 220 to 200 work days. Notwithstanding the foregoing, the incumbent in that position may elect in writing within seven days of the execution of this Agreement to continue to work 220 days for the duration of her employment with the Board except as the Board and the Union may otherwise negotiate in the future. The position shall be a 200-day position when it next becomes vacant.
2. The combined position of Educational Technology Specialist (20 hours) and Library Clerk (20 hours) is unique to that individual. This position shall continue with the same benefits and time-off accruals as currently are provided and the incumbent shall continue to serve in that position unless and until the Board eliminates the combined position, subject to negotiation with the Union over the impact of any such action on the incumbent. This position shall be eliminated when it next becomes vacant, and the Board reserves the right to separate these responsibilities into two part-time positions or otherwise restructure these responsibilities at that time.


SHEPAUG VALLEY REGIONAL SCHOOL
DISTRICT #12 BOARD OF EDUCATION

~~MUNICIPAL~~


Signed: Gregory J. Cava
ITS CHAIRMAN
12/13/2021
Date

LOCAL 1303 OF COUNCIL #4
AMERICAN FEDERATION OF
STATE, COUNTY AND

EMPLOYEES AFL-CIO


Signed: Joshua Kestel
12/9/2021
Date